CONTRACT

RHÔNE-POULENC INC.

P O Box 125 · Black Horse Lane · Monmouth Junction New Jersey 08852 · Telephone (201) 297-0100 · Telex 844527

September 5, 1986

34 MONTHS TOTAL

Mr. Ron Cheves
Vice President
Cedar Chemical Corporation
5100 Poplar Avenue
24th Floor
Memphis, Tennessee 38137

Dear Mr. Cheves:

The terms and conditions of this Letter Agreement in conjunction with the terms and conditions of the August 1, 1986 Letter Agreement, incorporated herein by reference and attached hereto as Exhibit "A", shall constitute the Agreement between Cedar Chemical Corporation, a Delaware corporation, with offices at Suite 2414, Clark Tower, 5100 Poplar Avenue, Memphis, Tennessee 38137, (hereinafter "Cedar") and Rhone-Poulenc Inc., a New York corporation, with offices at Black Horse Lane, Monmouth Junction, New Jersey (hereinafter "Rhone-Poulenc") concerning certain steps in the production of Tackle® intermediates which include production of two intermediates--1) by a coupling reaction and 2) the other by nitration and neutralization steps.

Definitions

For purposes of this Agreement, the following terms shall have the following meanings assigned thereto:

"RP-15" shall mean product meeting those specifications attached hereto as Exhibit "B"'

"RP-10" shall mean product meeting those specifications attached hereto as Exhibit "C".

Term

This Agreement shall commence as of August 1, 1986 and shall terminate on June 1, 1989, unless terminated earlier in accordance with the provisions hereof, or unless extended by mutual agreement of the parties hereto.

Plant Modifications and Equipment

Cedar has heretofore undertaken to modify the plant in accordance with plans and specifications which have been approved by Rhone-Poulenc, so as to enable Cedar to initiate production of RP-15 on September 15, 1986.

RHÔNE POULENC

Beginning August 31, 1986 and on the last day of each month thereafter until completion of such modifications, Cedar shall invoice Rhone-Poulenc for all expenses incurred in so modifying the Plant, provided that the total of such invoices shall not exceed $75,000. Title to all equipment and facilities acquired in connection with such modifications shall be and remain in Cedar. Cedar shall complete the modifications by September 15, 1986.

Beginning on August 31, 1986, Cedar shall initiate additional modification of the Plant in accordance with the plans and specifications to be approved by Rhone-Poulenc so as to enable Cedar to produce RP-10 as early as January 15, 1987 but no later than February 15, 1987. Cedar shall submit monthly invoices to Rhone-Poulenc for reimbursement of costs incurred in connection with said modifications beginning the 30th day of September, 1986 and monthly thereafter provided that the aggregate of said invoices shall in no event exceed the sum of $425,000, except to the extent of any excess expenditures approved in writing by Rhone-Poulenc with respect to any changes in the scope of the work. Cedar shall retain title to all equipment and other facilities acquired by it in connection with such modifications, except for a glass-lined reactor which shall belong to Rhone-Poulenc Inc.

All invoices submitted by Cedar to Rhone-Poulenc for plant modifications shall be due and payable by Rhone-Poulenc within ten days from the date of such invoices. Cedar shall make available to Rhone-Poulenc upon request reasonably detailed documentation supporting the costs and other expenditures covered by such invoices, including any labor costs.

Method of Operation

Throughout all production campaigns under this Agreement, Rhone-Poulenc shall furnish Cedar, or cause it to be furnished, with raw materials in amounts sufficient to enable Cedar to produce the quantities of RP-15 and RP-10 required hereunder in a timely fashion so as to permit production of said Products in continuous campaigns of ninety days each, such raw materials to be furnished in bulk, FOB the Plant.

Cedar shall provide at the Plant receiving, storage and delivery facilities and services necessary to fully perform its obligations hereunder. Cedar shall take reasonable steps to preserve and protect raw materials and Products produced therefrom contamination, theft, damage or destruction while in Cedar's possession.

Cedar will inspect all raw materials tendered by Rhone-Poulenc hereunder, and promptly shall advise Rhone-Poulenc's designated representative of any apparent defects in such raw materials. Rhone-Poulenc shall provide to Cedar a weight ticket and certificate of analysis for all raw materials to be delivered by it hereunder.

Cedar shall ship Products in accordance with Rhone-Poulenc's instructions and at Rhone-Poulenc's sole cost and expense.

Title And Risk Of Loss

Title to raw materials delivered by Rhone-Poulenc to Cedar and title to Products produced by Cedar therefrom shall at all times remain solely in Rhone-Poulenc. Raw materials and Products shall be segregated from other materials and goods of Cedar.

Subject to the terms of this Agreement, Cedar shall assume the risk of loss of or damage to raw materials from the time of delivery to it hereunder, and for loss of or damage to work in process and to Products produced hereunder until delivery to Rhone-Poulenc's carrier at the Plant, except to the extent that such loss or damage results from Rhone-Poulenc's negligence. In no event shall Cedar be liable to Rhone-Poulenc for indirect or consequential damages alleged as a result of any such loss or damage.

Waste Disposal

Cedar's responsibility for handling waste generated as a result of its performance hereunder shall be (a) to neutralize said waste in such manner as will permit off-site disposal of same, and (b) to assist Rhone-Poulenc in the selection of a contractor to handle off-site treatment or disposal of such waste. The cost of all such off-site treatment or disposal of waste hereunder shall be borne directly by Rhone-Poulenc. Rhone-Poulenc shall indemnify Cedar and save it harmless from and against all costs or damages, including reasonable attorneys' fees incurred by it which shall arise out of transportation, storage or treatment of such waste in any manner approved by Rhone-Poulenc hereunder. However, such indemnification shall not apply to any costs or damages, including reasonable attorneys' fees incurred by Cedar which arise as a result of its negligence or its violation of any statute, ordinance or regulation.

Cedar shall make its best efforts to develop on-site disposal methods and processes to be carried out at the

Plant. In the event Cedar is successful in developing any such on-site waste disposal process, it shall also be responsible for obtaining and maintaining all required Federal and State Permits, and the parties shall negotiate in good faith to establish a reasonable waste disposal fee for such on-site treatment and disposal of waste generated hereunder.

Access To Plant/Assistance

Cedar shall keep Rhone-Poulenc fully and currently informed with respect to its modification and production activities hereunder and shall afford reasonable access to Rhone-Poulenc personnel to observe such operations. Rhone-Poulenc shall hold Cedar harmless from and indemnify it against all claims and liability on account of personal injuries suffered by Rhone-Poulenc personnel while at the Plant.

During the course of Plant modifications and start-up periods referred to herein, Rhone-Poulenc shall provide Cedar with on-site personnel capable of assisting Cedar in said activities, and shall provide such other services as Cedar shall reasonably request in order to accomplish the goals of this Agreement.

Warranties

Cedar warrants that all Products produced by it hereunder following the process confirmation start-up periods for RP-15 and RP-10, respectively, shall conform to the specifications attached hereto as Exhibits "B" and "C" respectively, as same shall be revised either during the process confirmation start-up periods or thereafter by consent of the parties hereto. Cedar makes no other warranty with respect to the Products to be manufactured hereunder, whether of merchantability or fitness for a particular purpose, and none shall be implied.

Cedar warrants that all raw materials furnished by it hereunder shall conform to the specifications included in Exhibits "D" hereunder.

Indemnification

Cedar agrees to hold Rhone-Poulenc harmless from and to indemnify against all loss, costs, damages, liability and expense, including reasonable attorney's fees, on account of any personal injury or property damage arising out of Cedar's manufacture, handling and storage of raw materials and Products hereunder during period when such materials are in Cedar's possession

and control, except to the extent that such occurrences are caused by the negligence of Rhone-Poulenc.

Rhone-Poulenc agrees to hold Cedar harmless from and to indemnify it against all loss, costs, damages, liability and expense, including reasonable attorney's fees on account of all personal injury or property damage arising out of occurrences relating to the handling, storage, transportation, sale or use of raw materials delivered to Cedar hereunder and RP-15 and RP-10 produced by Cedar hereunder when such materials are not in Cedar's possession and control, except to the extent that such occurrences are caused by the negligence of Cedar.

Payment of Processing Charges For RP-15 and RP-10

Cedar's total processing charge for undertaking the initial RP-15 campaign hereunder shall be the sum of $435,000 which sum shall be invoiced by Cedar to Rhone-Poulenc in three equal monthly installments, the first to coincide with start-up of facilities at the Plant at the beginning of the initial RP-15 campaign, and the remaining two invoices to be issued at the end of each thirty days thereafter. The total processing charge so invoiced shall cover any amount of production of RP-15 during the initial ninety-day campaign up to 684,000 pounds. Additional production of RP-15 during the ninety-day campaign shall be invoiced to Rhone-Poulenc at the rate of thirty-five cents ($.35) per pound. In the event the initial RP-15 campaign is extended beyond the original ninety-day period, additional production time will be charged to Rhone-Poulenc at the rate of $175,000 per month, prorated for any period shorter than one month.

Cedar's total processing charge for undertaking the initial RP-10 campaign hereunder shall be the sum of $550,000, which sum shall be invoiced by Cedar to Rhone-Poulenc in three equal monthly installments, the first to coincide with the start up of facilities at the Plant at the beginning of the initial RP-10 campaign, and the remaining two invoices to be issued at the end of each thirty days thereafter. The total processing charge so invoiced shall cover any amount of production of RP-10 during the initial ninety-day campaign up to 600,000 pounds. Additional production of RP-10 during the ninety-day campaign shall be invoiced to Rhone-Poulenc at the rate of thirty-five ($.35) cents per pound. In the event the initial RP-10 campaign is extended beyond the original ninety-day period, additional production time will be charged to Rhone-Poulenc at the rate of $200,000 per month, prorated for any period shorter than one month.

Cedar's Acknowledgement

Cedar acknowledges that it has received process information safety studies, Material Safety Data Sheets of all raw materials and waste streams and products from Rhone-Poulenc; and Cedar also acknowledges that it is a chemical manufacturer, knowledgeable in the safe handling of chemicals and qualified to perform the required manufacturing functions hereunder.

Usage Factors

During each process confirmation start-up period (each period to be for a maximum of seven consecutive days following initial start-up), it is understood that Cedar and Rhone-Poulenc shall agree upon usage factors for raw materials and waste by products.

Invention

Should any invention arise from an improved manufacturing process of RP-15 or RP-10 as a result of Rhone-Poulenc's or Cedar's efforts, such invention and any patent rights thereto should belong exclusively to Rhone-Poulenc Inc.

Failure To Issue Additional Purchase Orders

Cedar shall maintain the Plant, for future production campaigns during the initial term of this Agreement; provided, however, that Rhone-Poulenc shall issue future purchase orders to Cedar not later than June 1, 1987 and by June 1 of each successive calendar year during the term hereof for production of either RP-15 or RP-10, or both. In each case such campaigns shall be completed by May 31 of such contract year. If Rhone-Poulenc fails to issue such additional purchase orders, Cedar shall have the right to terminate this Agreement upon written notice to Rhone-Poulenc. Processing charges for such additional campaigns following June 1, 1987 shall be substantially identical to those applicable to the initial campaigns.

Force Majeure

No liability shall result from non-performance or delay in performance caused by circumstances beyond the reasonable control of the affected party; provided, however, that any party whose performance is prevented or impeded by such circumstances shall promptly provide written notice with reasonable particulars to the other party.

Notices

All notices required hereunder shall be deemed to be properly served as sent by first class mail, postage prepaid thereon or by telegram or overnight mail, and addressed to the party for whom intended at the following addresses:

If to Cedar:

Mr. G.L. Pratt
Cedar Chemical Corporation
24th Floor, Clark Tower
5100 Poplar Avenue
Memphis, Tennessee 38137

If to Rhone-Poulenc:

Mr. Jean-Pierre Dal Pont
Vice President of Technical Services
Rhone-Poulenc, Inc.
P.O. Box 125
Black Horse Lane
Monmouth Junction, New Jersey 08852

Default

Anything elsewhere in this Agreement to the contrary notwithstanding, if either party breaches any of its obligations hereunder, becomes insolvent or commits an act of bankruptcy, or if a receiver is appointed for either party, then in any such event the other party may terminate this Agreement effective fifteen (15) days following written notice of termination by reason of such default, provided such default shall not have been cured by the effective date of such notice.

Independent Contractor

Cedar's performance hereunder is not deemed to create an agency between the parties hereunder, it being understood that Cedar is acting solely as an independent contractor, and is solely responsible for the employment, control and conduct of its employees.

Secrecy Agreement

The Secrecy Agreement dated March 12, 1984 between Cedar and Rhone-Poulenc attached hereto as Exhibit "E" is incorporated herein by reference.

General Provisions

The parties further agree as follows: (a) This Agreement shall be governed by the laws of the State of Arkansas; (b) No modification of this Agreement or waiver of any of its provisions shall be effective unless in writing and signed by the party to be bound thereby. Neither party's waiver of any breach of any of the provisions of this Agreement shall be deemed to be a waiver of any subsequent breach of the same nature or of any breach of a different nature; (c) This Agreement shall bind the successors and assigns of the parties hereto, but neither party may assign its rights or interests in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Cedar may assign its rights in this Agreement to any purchaser of the Plant and Rhone-Poulenc may assign its rights in this Agreement to a purchaser of substantially all of its pesticide business; (d) If the terms of any purchase orders or invoices are contrary to the terms and conditions of this Agreement, the terms and conditions of such purchase orders or invoices are superseded by the terms and conditions of this Agreement. The section headings in this Agreement are inserted for convenience only and are not to be construed as part of the Agreement nor as a limitation on the scope of the particular sections to which they refer.

Please indicate your agreement with these terms and conditions by signing and dating the original and two (2) copies of this Letter Agreement returning the original and a copy to me.

ACCEPTED AND AGREED TO:

CEDAR CHEMICAL CORPORATION

By: Ron Cheves
Ron Cheves
Vice President

Very truly yours,

RHONE-POULENC INC.

By: Jean-Pierre Dal Pont
Jean-Pierre Dal Pont
Vice President of
Technical Services

Date: 9.5.86

Tackle® is a registered trademark of Rhone-Poulenc Inc.

RHÔNE·POULENC INC.

P.O. Box 125 · Black Horse Lane · Monmouth Junction, New Jersey 08852 · Telephone (201) 297-0100 · Telex 844527

August 1, 1986

Mr. Ron Cheves
Vice President
Cedar Chemical Corporation
5100 Poplar
24th Floor
Memphis, Tennessee 38137

Dear Mr. Cheves:

Rhone-Poulenc Inc. proposes to enter into a contract with Cedar Chemical Corporation (hereinafter "Cedar") concerning certain steps in the production of Tackle®, intermediates, which include production of two intermediates: 1) by a coupling reaction and 2) the other by nitration and neutralization steps. This Letter Agreement sets forth the following key terms and conditions agreed upon by the parties:

Coupling Reaction - RP-15

Cedar will modify an existing production facility for a maximum charge of $75,000 to produce a minimum of 684,000 pounds of RP-15 at a nominal rate of 10,000 pounds per day (100% basis). The maximum charge of $75,000 will be invoiced monthly and payment shall be made within 10 days of the date of the invoice. The amount of such invoices shall be equal to the expenditures actually incurred by Cedar for modification and installation charges related to Cedar's existing equipment. In order to verify Cedar's expenditures, Cedar shall make said invoices available to Rhone-Poulenc Inc. upon request.

The production rate will be guaranteed by Cedar, following a 7 day process confirmation start-up period, to be attended by Rhone-Poulenc personnel.

Production of 684,000 pounds is projected to be complete in 76 days. Additional production beyond 684,000 pounds, if desired, will be continued for 14 days and will be charged at the rate of $.35 per pound of RP-15 (100% basis).

Production will commence on October 1, 1986, following a 6 week period required for plant preparation.

EXHIBIT A

RHONE POULENC

Total processing charges for 90 days of production will be $435,000, to be paid in three equal payments during the 90 day campaign. Additional production during the 90 day period will be charged at the rate of $.35 per pound. Production time requested, beyond the 90 day period, will be charged for at the rate of $175,000 per month - pro rata per day.

Nitration - Neutralization - RP-10

Cedar will modify an existing production facility for a maximum charge of $425,000 to produce a minimum of 600,000 pounds of RP-10 at a nominal rate of 9,000 pounds per day (100% active basis). The maximum charge of $425,000 will be invoiced monthly.and payment shall be made within 10 days of the date of the invoice. The amount of such invoices shall be equal to the expenditures actually incurred by Cedar for the purchase of equipment. Such equipment shall belong to Cedar except for a glass-lined reactor which shall belong to Rhone-Poulenc Inc. In order to verify Cedar's expenditures, Cedar shall make said invoices available to Rhone-Poulenc Inc. upon request.

The production rate will be guaranteed by Cedar following a 7 day process confirmation start-up period, to be attended by Rhone-Poulenc personnel.

Production of 600,000 pounds is projected to be complete in 73 days. Additional production beyond 600,000 pounds, if desired, will be continued for 17 days and will be charged at the rate of $.35 per pound.

Production will commence as early as January 15, 1987 but no later than February 15, 1987, following a 10-12 week period required for plant preparation. Rhone-Poulenc Inc. shall provide Cedar with 30 days advance written notice of the actual commencement of production.

Total processing charges for 90 days of production will be a minimum of $550,000, to be paid in three equal payments during the campaign. Additional production, during the 90 day period, will be charged for at the rate of $.35 per pound of RP-10 (100% basis). Production time requested beyond the 90 day period will be charged for at the rate of $200,000 per month - pro rata per day.

General Provisions

Cedar will secure necessary permits required to begin and continue production. Rhone-Poulenc Inc shall provide any necessary information or assistance in the procurement of said permits; and the status of said permits will be reviewed every 30 days by Cedar's and Rhone-Poulenc Inc.'s appropriate personnel. Cedar shall also advise Rhone-Poulenc Inc. in writing as to the need of any permit. If a 30 or more day delay occurs in processing any permit or if Cedar fails to procure a necessary permit, Rhone-Poulenc Inc. shall have the right to terminate this Agreement upon written notice to Cedar. However, Rhone-Poulenc Inc shall forfeit any monies paid prior to the date of termination.

Wastes will be processed by Cedar, if necessary, and sent off site for disposal with Rhone-Poulenc being charged the actual commercial rate.The costs of such waste processing is included in the over-all processing charge. Cedar shall provide Rhone-Poulenc Inc. with a detailed statement concerning its methods of waste disposal and shall verify that such methods comply with existing Federal and State environmental laws. Prior to the disposition of any wastes, the parties shall mutually agree upon the waste disposal site. In the event Cedar can process wastes through the biological system at West Helena, Cedar will share the savings with Rhone-Poulenc Inc.

Production facilities prepared for this project will be maintained by Cedar and will be made available to Rhone-Poulenc for additional production campaigns during a three year period. Prices will be approximately the same as provided in the first campaign with appropriate escalatorsto be provided in a subsequent Contract between the parties. Cedar will require advance notice of intent by June 1, 1987 to produce and volumes required. At the time of notification, Rhone-Poulenc Inc. shall advise Cedar whether to proceed only with the coupling step or also with the nitration and neutralization steps.

Cedar will be responsible for raw material consumption following the start-up process confirmation period.However, Cedar shall pay for the loss of any raw materials as a result of its negligence or the failure of equipment. In the event material is not in accordance with specifications, Cedar shall make a good faith effort to reprocess the material in order to comply with specifications.

Rhone-Poulenc will provide containers for shipment of product FOB West Helena, Arkansas.

Rhone-Poulenc will provide all raw materials and bear the cost of all waste disposal.

Notwithstanding this Letter Agreement, it is also understood that all of the terms and conditions contained herein will be incorporated into a formal Contract which will be executed no later than August 29, 1986. The Contract will also make provision for additional terms and conditions covering such items as: indemnities, warranties, insurance etc.

Please indicate your agreement with these terms and conditions by signing and dating the original and two copies of this Letter Agreement returning the original and a copy to me.

Very truly yours,

RHONE-POULENC INC.

BY: Jean Pierre Dal Poht
Jean-Pierre Dal Poht
Vice President of
Technical Services

ACCEPTED AND AGREED TO:

CEDAR CHEMICAL CORPORATION

BY: Ron Cheves
Ron Cheves
Vice President

DATE: 8.1.86

Tackle® is a registered trademark of Rhone-Poulenc Inc.

EXHIBIT A

RHODIA MOJU
-844482

A2258

8/5/86

PHONE POULENC
JEAN PIERRE DAL PONT

TO CONFIRM THAT OUR COUPLING STARTUP DATE IS OCTOBER 1,1986. HOWEVER CEDAR MAY BE READY TO BEGIN AS EARLY AS SEPTEMBER 15 AND RAW MATERIALS SHOULD BE SCHEDULED ACCORDINGLY.

TECHNICAL CONTACT AT WEST HELENA PLANT IS TOM LODICE. ALTERNATE IS JOHN MILES. PURCHASING CONTACT IS CHARLIE PARKER. ALTERNATE JOHN MILES.

REGARDS,

GEOFF PRATT
CEDAR CHEMICAL CORP./53927

RHODIA MOJU

RHÔNE·POULENC INC.

P.O. Box 125 - Black Horse Lane - Monmouth Junction, New Jersey 08852 - Telephone: (201) 297-0100 - Telex: 844527

August 1, 1986

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Vice President
Cedar Chemical Corporation
5100 Poplar
24th Floor
Memphis, Tennessee 38137

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RHÔNE·POULENC

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General Provisions

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Please indicate your agreement with these terms and conditions by signing and dating the original and two copies of this Letter Agreement returning the original and a copy to me.

Very truly yours,

RHONE-POULENC INC.

BY: Jean Pierre Dal Pont
Jean-Pierre Dal Pont
Vice President of
Technical Services

ACCEPTED AND AGREED TO:

CEDAR CHEMICAL CORPORATION

BY: Ron Cheves
Ron Cheves
Vice President

DATE: 8.1.86

Tackle® is a registered trademark of Rhone-Poulenc Inc.

Clay
Jack
Joel
Earl

REPORTING PROCEDURE

I. Origin of Raw Materials

All orders for raw materials used in production originate at Rhone-Poulenc's Corporate Purchasing Department. When additional supplies are required, contact the Purchasing Agent at P. O. Box 125, Monmouth Junction, New Jersey 08852, telephone 201-297-0100.

A. Domestic Technicals

1. Purchasing will issue a memo to Customer Service requesting the transfer (Exhibit A).

2. Customer Service processes a Stock Transfer. The plant will send a copy of the Bill of Lading to Customer Service containing the car number, date, and quantity shipped; and this information will be transmitted to Purchasing.

3. CONTRACTOR: Purchasing will advise Contractor of shipping details. Contractor is to return 1 (one) copy of the Bill of Lading to Rhone-Poulenc Inc.:

   P. O. Box 125
   Monmouth Junction, New Jersey 08852

   Attention: Customer Service Department
   Agrochemical Division

   on which the Contractor is to note:

   1. Quantity Received
   2. Date Received
   3. Initials of Receiving Clerk

A. Raw Materials and Imported Technicals

1. Corporate Purchasing will issue Purchase Orders covering the total requirements and, in the case of bulk shipments, will give an estimate of the date material is to be delivered.

2. CONTRACTOR: The Contractor is responsible for coordinating the arrival of bulk shipments and is, consequently, liable for any detention charges incurred.

   Purchasing will forward a five-part Receiving Report set to the Contractor for each ingredient ordered.

   a. Single shipment orders: Complete the receiving section to include:

      1. Date Received
      2. Receiving Report Number (Formulator's Internal System)
      3. Quantity
      4. Initials of Receiving Clerk

   b. Multiple shipment orders: Complete the Blanket Purchase Order Release form (Exhibit B) with the same information as in 2.a. above, with the following EXCEPTIONS:

      1. Purchase Order No. - Use the LAST 3 DIGETS of the order number only, i.e., P. O. NO. B3-49051 is entered as P. O. 051.

      2. Release No. - Sequentially number starting "001" for the first delivery, "002" for the second delivery, etc. NOTE: Each Release No. applies to that specific order, i.e., when the first shipment of clay arrives, it is

release "001" against that material's order number.

Three copies of the Receiving Reports are to be sent to Rhone-Poulenc Inc. as follows:

"Home Office-Accounts Payable" and "Cost Accounting-EDP" copies:

P. O. Box 2009
New Brunswick, New Jersey 08903

Attention: Cost Accounting

"Home Office-Purchasing" copy:

P. O. Box 125
Monmouth Junction, New Jersey 08852

Attention: Purchasing Agent

II. Contractor Production/Inventory Report (Exhibit C)

A. WEEKLY: CONTRACTOR will telephone Messrs. Walter Bluhm or George Ruskai, Rhone-Poulenc Inc., New Brunswick, NJ (201-846-7700) collect, each Monday morning (except at month's end) to report the preceding week's APPROVED production (approved by laboratory as suitable for shipment), and raw material/container receipts and usage. (Those items heavily outlined on the "Contractor Production/Inventory Report").
NOTE: See paragraph B for end-of-month report.

The following information should be completed on Page 1 of the form prior to calling:

1. Place "X" in box next to "WEEKLY."

2. Contractor, Name, City, and State.

3. Report No. - Number sequentially.

4. Week ending - Friday's date of preceding week.

5. Date Last Report - Self-explanatory.

6. Produced - Total APPROVED production.

7. Used in Production - Total raw material/container use.

8. Receipts - Raw materials/containers received. Each receipt of the same item must be reported separately, rather than as a total, and must be reported by receipt number. (See Paragraph I.B.b.).

   NOTE: This is IN ADDITION to submitting Receiving Reports as outlined in Paragraph I.B.2. above. No materials received from Rhone-Poulenc plant locations, or transfers from other formulators are to be reported to New Brunswick, as these Stock Transfers have already been entered into the computer.

9. Reported to - Enter name of individual at New Brunswick to whom information was reported.

10. Date: Date of Call

11. Mail a confirming copy of the report, plus a list of the receipts to:

    Rhone-Poulenc Inc.
    P. O. Box 2009
    New Brunswick, NJ 08903

    Attention: Mr. Walter Bluhm, Cost Accounting
    Mr. George Ruskai, Cost Accounting

12. New Brunswick will complete "Formulator Report Data Entry" form Exhibit D)

B. AT MONTH END: CONTRACTOR WILL telephone Rhone-Poulenc, New Brunswick, NJ, as above, by 2:00 PM EST on the LAST WORKING DAY OF EACH MONTH to report the remaining month's APPROVED production, raw material/container consumption and receipts.

   NOTE: If month ends on Monday or Tuesday, do not make weekly report, instead prepare end-of-month report.

   Example: April 1985, weekly reports due on April 1, 8, 15, 22. Month-end report due by 2:00 PM April 29. The month-end report covers activities from April 22 through April 26th.

   A copy confirming this data is to be mailed to New Brunswick, NJ, per Paragraph II A.11. above.

C. MONTHLY: CONTRACTOR will complete the "Contractor Production/Inventory Report" IN ITS ENTIRETY (pages 1 through 4) and submit it to Rhone-Poulenc Inc., as follows:

1 copy: P. O. Box 2009
New Brunswick, New Jersey 08903

Attention: Cost Accounting

1 Copy: P.O. Box 125
Monmouth Junction, New Jersey 08852

Attention: Purchasing Agent

The MONTHLY REPORT will summarize the total month's production (the total of all WEEKLY and END-OF-MONTH data). DO NO TELEPHONE OR MAIL THE MONTHLY REPORT TO NEW BRUNSWICK. This MONTHLY REPORT must be RECEIVED at Rhone-Poulenc on or prior to the 7th working day of the following month. Cost Accounting will advise the Purchasing Agent of all variances reported.

D. RHONE-POULENC, NEW BRUNSWICK, will enter the WEEKLY and END-OF-MONTH date on their computer terminal. Subsequently, New Brunswick will verify this data against the written reports submitted.

III. Invoicing Procedure

CONTRACTOR will submit an invoice to Rhone-Poulenc Inc. once each month to cover all APPROVED production in that month. (This figure must agree with the month-end figure of total APPROVED production on the Monthly Report.) The invoice is to be mailed to:

P. O. Box 2009
New Brunswick, New Jersey 08903

Attention: Accounts Payable

EXHIBIT B

RHÔNE·POULENC

BLANKET PURCHASE ORDER RELEASE

Purchase Order No. 051 Release No. 001 Date 12/15/80

Supplier A.B.C. COMPANY SHIP TO: FRE ☐ LAK ☐ NBK ☐

Product Code 9999900 PTL ☐ STJ ☐ ASH ☐

Product Name CHEMICAL ALN ☐ OTHER (FORMULATOR'S NAME)

Lot No. _____ Quantity Release 40,000 lbs. Date Due 1/6/81 Deliver to Bldg. No. _____

Confirming to: _____ J. Doe
Buyer

Comments:

SAMPLE

Date Received 1/5/81 Receiving Report No. 123 Quantity Received 39,950 lbs. Receiver's Initials A.J.

RA-66-1 - 5/79

RHÔNE·POULENC INC.

298 Jersey Avenue - New Brunswick, New Jersey 08903 - Telephone: (201) 846-7700

P.D. #2846

March 10th, 1987

CEDAR CHEMICAL CORP.
P.O. Box 2749
West Helena, Arkansas 72390

Attention: Mr. Tom Lodice

Dear Mr. Lodice:

Following our phone conversations of yesterday and today, Mount Pleasant will send you about 10,000 gal. of Tackle solution to be blended at West Helena. The product is in 55 gal. plastic drums (total 174 drums) and the average concentration is estimated to 25% RP-10Na. The product will have to be combined in the SS railcar available at West Helena. The empty drums will be discarded. Analysis will be done at CEDAR following the current analytical method. The railcar will be shipped to Platte. The first shipment from Mount Pleasant will be done during this week.

Sincerely,

Michel Royer

MR/nr
cc: J.P. Dal Pont
W. Embry
S. Murayama
J. Pratt (CEDAR)
R. Rosenberg
S. Sanwal
E. Schroeder
H. Teschendorf
R. Theissen
J. Varn

RHÔNE·POULENC

orig to Neil

RHÔNE·POULENC INC.

P.O. Box 125 - Black Horse Lane - Monmouth Junction, New Jersey 08852 - Telephone: (201) 297-0100 - Telex: 844527

May 18, 1987

Cedar Chemical
Highway 242 South
West Helena, Arkansas 72390

Gentlemen:

At the end of May, we have scheduled a physical inventory of all products stored at all outside locations.

Therefore, we respectfully request that you complete the form enclosed showing all Rhone-Poulenc owned material in your possession as of the close of business May 31, 1987. If you discover any damaged inventory please make a note of it on the form.

Several of our outside storage facilities will be selected for an internal audit. If your location is selected, the person conducting the audit will contact you.

Please direct your response and any questions to Mr. Robert Dunn (201-821-2091) or Mr. George Ruskai (201-821-2092) at the address above. A self-addressed, stamped envelope is enclosed for your convenience.

Your prompt and full cooperation will be greatly appreciated.

Very truly yours,

Bruce A. Phillips

Bruce A. Phillips
Corporate Controller

BAP/alw
Enclosure

RHÔNE·POULENC INC

Tackle Shipments from Cedar Chemical Company

Analysis by Cedar Chemical Company Normalized to AI of 21.1 % wt/wt

Lot No.	RP-10 % w/w	RP-2 % w/w	RP-4 % w/w	RP-5 % w/w	RP-7 % w/w	RP-8 % w/w	RP-9 % w/w	RP-14 % w/w	RP-21/31 % w/w	RP-28 % w/w	RP-29 % w/w	RP-20/30 % w/w	RP-32 % w/w	RP-33 % w/w	Unknown % w/w	EDC % w/w	NaOAc % w/w	FG-10 % w/w	Purity %
ST017001	21.1	0.22	0.001	0.005	1.15	0.016	2.47	0.057	0.000	0.000	0.011	0.000	0.022	0.006	0.000	0.007	1.90	0.17	84.2
ST027002	21.1	0.29	0.001	0.004	1.17	0.019	2.40	0.046	0.001	0.000	0.012	0.000	0.023	0.003	0.000	0.008	1.67	0.17	84.2
ST027003	21.1	0.32	0.003	0.004	1.14	0.018	2.46	0.047	0.000	0.000	0.018	0.000	0.026	0.007	0.000	0.007	1.80	0.17	83.9
ST027004	21.1	0.30	0.000	0.000	1.18	0.013	2.49	0.034	0.000	0.020	0.027	0.000	0.034	0.007	0.000	0.010	1.82	0.17	83.7
ST027005	21.1	0.38	0.001	0.000	1.16	0.012	2.50	0.026	0.000	0.000	0.000	0.000	0.036	0.002	0.000	0.007	2.45	0.17	83.7
ST027006	21.1	0.31	0.002	0.000	1.24	0.021	2.47	0.025	0.000	0.000	0.023	0.000	0.039	0.023	0.000	0.003	1.76	0.18	83.6
ST027007	21.1	0.32	0.002	0.000	1.20	0.016	2.49	0.024	0.000	0.000	0.016	0.000	0.032	0.006	0.000	0.008	2.41	0.16	83.7
ST027008	21.1	0.45	0.002	0.000	1.19	0.018	2.46	0.020	0.000	0.000	0.012	0.000	0.026	0.004	0.000	0.007	1.40	0.17	83.5
ST027009	*21.1*	*0.43*	*0.002*	*0.000*	*1.14*	*0.020*	*2.46*	*0.023*	*0.000*	*0.000*	*0.011*	*0.000*	*0.029*	*0.004*	*0.000*	*0.008*	*1.38*	*0.16*	*83.6*
ST027010	21.1	0.41	0.002	0.000	1.16	0.020	2.47	0.015	0.000	0.000	0.012	0.000	0.026	0.004	0.000	0.007	1.76	0.16	83.7
ST027011	21.1	0.40	0.002	0.000	1.16	0.020	2.44	0.016	0.000	0.000	0.014	0.000	0.027	0.005	0.000	0.005	1.34	0.17	83.8
ST027012	21.1	0.16	0.002	0.000	1.19	0.024	2.50	0.016	0.000	0.000	0.016	0.000	0.028	0.008	0.000	0.012	1.34	0.16	84.3
ST037013	21.1	0.19	0.002	0.000	1.19	0.024	2.53	0.016	0.000	0.000	0.016	0.000	0.031	0.016	0.000	0.009	1.23	0.16	84.0
ST037014	21.1	0.14	0.005	0.000	1.18	0.030	2.43	0.020	0.000	0.000	0.022	0.000	0.031	0.007	0.000	0.009	1.37	0.16	84.5
ST037015	21.1	0.11	0.005	0.000	1.14	0.035	2.46	0.013	0.000	0.000	0.015	0.000	0.031	0.003	0.000	0.007	1.30	0.16	84.7
ST037016	21.1	0.16	0.006	0.000	1.17	0.037	2.44	0.016	0.000	0.000	0.023	0.000	0.030	0.006	0.000	0.005	1.36	0.17	84.4
ST037017	21.1	0.13	0.005	0.000	1.18	0.041	2.42	0.015	0.000	0.000	0.019	0.000	0.027	0.004	0.000	0.004	1.11	0.17	84.6
ST037018	21.1	0.12	0.008	0.000	1.16	0.048	2.48	0.015	0.000	0.000	0.016	0.000	0.026	0.044	0.000	0.008	1.36	0.17	84.4
ST037019	21.1	0.11	0.006	0.002	1.19	0.052	2.48	0.020	0.000	0.002	0.029	0.000	0.037	0.019	0.000	0.005	1.65	0.16	84.3
ST037020	21.1	0.13	0.008	0.000	1.16	0.067	2.40	0.025	0.000	0.000	0.017	0.000	0.033	0.004	0.000	0.006	1.54	0.17	84.6
ST037021	21.1	0.31	0.009	0.000	1.18	0.061	2.45	0.017	0.000	0.000	0.026	0.000	0.026	0.005	0.000	0.006	1.60	0.17	83.8
ST037022	21.1	0.37	0.009	0.000	1.13	0.058	2.45	0.014	0.000	0.000	0.022	0.000	0.028	0.003	0.000	0.003	1.60	0.17	83.8
ST037023	21.1	0.21	0.007	0.000	1.18	0.055	2.43	0.017	0.000	0.000	0.014	0.000	0.021	0.003	0.000	0.003	1.45	0.17	84.3
ST037024	21.1	0.18	0.007	0.004	1.23	0.064	2.47	0.016	0.002	0.002	0.018	0.000	0.028	0.005	0.000	0.003	1.83	0.17	83.9
ST037025	21.1	0.33	0.010	0.006	1.21	0.096	2.59	0.021	0.000	0.002	0.018	0.000	0.037	0.006	0.000	0.002	1.60	0.17	83.0
ST037026	21.1	0.21	0.009	0.006	1.26	0.063	2.42	0.016	0.000	0.002	0.017	0.000	0.037	0.006	0.000	0.001	1.55	0.17	83.9
ST037027	21.1	0.17	0.004	0.006	1.16	0.092	2.46	0.017	0.000	0.000	0.014	0.000	0.025	0.008	0.000	0.004	1.50	0.17	84.2
ST037028	21.1	0.17	0.008	0.005	1.19	0.051	2.37	0.017	0.000	0.000	0.014	0.000	0.025	0.006	0.000	0.003	1.36	0.17	84.6
ST037029	21.1	0.19	0.017	0.008	1.08	0.083	2.38	0.025	0.000	0.000	0.017	0.000	0.017	0.005	0.000	0.002	1.32	0.17	84.6
ST037030	21.1	0.16	0.008	0.008	1.23	0.085	2.54	0.017	0.000	0.000	0.017	0.000	0.025	0.003	0.000	0.003	1.43	0.17	83.7
ST047031	21.1	0.15	0.016	0.016	1.22	0.116	2.39	0.020	0.000	0.005	0.016	0.000	0.028	0.004	0.000	0.010	1.35	0.17	84.1
ST047032	21.1	0.21	0.014	0.016	1.19	0.120	2.47	0.008	0.000	0.003	0.016	0.000	0.025	0.003	0.000	0.003	1.05	0.17	83.8
ST047033	21.1	0.16	0.010	0.010	1.15	0.087	2.39	0.015	0.000	0.003	0.015	0.000	0.028	0.004	0.000	0.003	1.29	0.17	84.5
ST047034	21.1	0.18	0.008	0.010	1.15	0.080	2.43	0.007	0.000	0.003	0.014	0.000	0.025	0.006	0.000	0.003	1.47	0.17	84.3
ST047035	21.1	0.34	0.008	0.008	1.20	0.074	2.47	0.025	0.000	0.000	0.016	0.000	0.033	0.008	0.000	0.008	1.06	0.16	83.5
ST047036	21.1	0.24	0.000	0.004	1.16	0.070	2.52	0.035	0.013	0.000	0.009	0.000	0.018	0.004	0.000	0.001	1.00	0.18	83.8
ST047037	21.1	0.22	0.005	0.000	0.97	0.060	2.50	0.026	0.000	0.000	0.010	0.000	0.017	0.003	0.000	0.002	1.23	0.17	84.7
ST047038	21.1	0.27	0.006	0.005	1.18	0.061	2.42	0.022	0.000	0.000	0.009	0.000	0.016	0.003	0.000	0.001	1.12	0.17	84.1
ST047039	21.1	0.23	0.000	0.000	1.16	0.050	2.08	0.008	0.000	0.000	0.008	0.000	0.017	0.003	0.000	0.003	1.02	0.17	85.6
ST047040	21.1	0.42	0.008	0.009	1.21	0.076	2.43	0.017	0.000	0.000	0.014	0.000	0.017	0.004	0.000	0.002	1.18	0.17	83.4
ST047041	21.1	0.21	0.007	0.007	1.15	0.069	2.39	0.009	0.000	0.000	0.013	0.000	0.020	0.002	0.000	0.007	1.03	0.17	84.5
ST057042	21.1	0.24	0.007	0.009	1.09	0.069	2.36	0.013	0.000	0.000	0.016	0.000	0.029	0.003	0.000	0.001	1.39	0.17	84.6
ST057043	21.1	0.24	0.006	0.005	1.25	0.066	2.42	0.015	0.000	0.000	0.012	0.000	0.021	0.004	0.000	0.004	0.92	0.17	84.0
ST057044	21.1	0.19	0.005	0.005	1.19	0.055	2.45	0.018	0.000	0.000	0.012	0.000	0.028	0.005	0.000	0.005	1.18	0.17	84.2
Mean	21.1	0.24	0.006	0.004	1.17	0.053	2.44	0.020	0.000	0.001	0.016	0.000	0.027	0.007	0.000	0.005	1.44	0.17	84.1
Std Dev		0.10	0.004	0.004	0.05	0.028	0.07	0.010	0.002	0.003	0.005	0.000	0.006	0.007	0.000	0.003	0.33	0.00	0.5
Rel Dev		39	70	116	4	54	3	49	560	333	33	0	22	107	0	54	23	3	1
Mfg Spec	21.1	1.10	0.07	0.07	1.30	0.70	3.40	0.10	0.07	0.07	0.10	0.07	0.10	0.10	<0.07	0.010	2.00	0.3	

cc: M. Royer R. Theissen G. Varn

Tackle Shipments from Cedar Chemical Company

Analysis by Cedar Chemical Company

Tacedar.wk1 11-May 08:18

Lot No.	AP-10 % w/w	AP-2 % w/w	AP-4 % w/w	AP-5 % w/w	AP-7 % w/w	AP-8 % w/w	AP-9 % w/w	AP-14 % w/w	AP-21/31 % w/w	AP-28 % w/w	AP-29 % w/w	AP-20/30 % w/w	AP-32 % w/w	AP-33 % w/w	Unknown % w/w	EDC % w/w	NaOAc % w/w	FG-10 % w/w	Color Gardner	pH	Purity %
ST017001	31.30	0.33	0.002	0.008	1.71	0.024	3.67	0.085	0.000	0.000	0.017	0.000	0.032	0.009	0.000	0.011	2.82	0.25	14	7.02	84.2
ST027002	31.50	0.43	0.002	0.006	1.75	0.028	3.58	0.069	0.001	0.000	0.018	0.000	0.035	0.005	0.000	0.012	2.50	0.25	10	7.03	84.2
ST027003	31.70	0.49	0.004	0.006	1.72	0.027	3.70	0.070	0.000	0.000	0.027	0.000	0.039	0.010	0.000	0.010	2.71	0.25	10	7.10	83.9
ST027004	31.30	0.45	0.000	0.000	1.75	0.020	3.70	0.050	0.000	0.030	0.040	0.000	0.050	0.010	0.000	0.015	2.70	0.25	10	7.28	83.7
ST027005	29.33	0.53	0.002	0.000	1.61	0.017	3.47	0.036	0.000	0.000	0.000	0.000	0.050	0.003	0.000	0.010	3.40	0.23	10	7.07	83.7
ST027006	27.30	0.40	0.002	0.000	1.60	0.027	3.20	0.032	0.000	0.000	0.030	0.000	0.050	0.030	0.000	0.004	2.28	0.23	10	7.36	83.6
ST027007	26.30	0.40	0.002	0.000	1.50	0.020	3.10	0.030	0.000	0.000	0.020	0.000	0.040	0.007	0.000	0.010	3.00	0.20	10	7.40	83.7
ST027008	25.56	0.54	0.003	0.000	1.44	0.022	2.98	0.024	0.000	0.000	0.014	0.000	0.031	0.005	0.000	0.009	1.69	0.20	10	7.60	83.5
ST027009	25.80	0.53	0.002	0.000	1.40	0.024	3.01	0.028	0.000	0.000	0.013	0.000	0.036	0.005	0.000	0.010	1.69	0.20	10	7.54	83.6
ST027010	25.60	0.50	0.002	0.000	1.41	0.024	3.00	0.018	0.000	0.000	0.015	0.000	0.031	0.005	0.000	0.008	2.14	0.20	10	7.71	83.7
ST027011	25.40	0.48	0.002	0.000	1.40	0.024	2.94	0.019	0.000	0.000	0.017	0.000	0.032	0.006	0.000	0.006	1.61	0.20	10	7.72	83.8
ST027012	26.15	0.20	0.002	0.000	1.47	0.030	3.10	0.020	0.000	0.000	0.020	0.000	0.035	0.010	0.000	0.015	1.66	0.20	10	7.56	84.3
ST037013	26.90	0.24	0.003	0.000	1.52	0.030	3.23	0.020	0.000	0.000	0.020	0.000	0.040	0.020	0.000	0.011	1.57	0.20	10	7.56	84.0
ST037014	25.65	0.17	0.006	0.000	1.44	0.036	2.95	0.024	0.000	0.000	0.027	0.000	0.038	0.008	0.000	0.011	1.67	0.20	10	7.40	84.5
ST037015	25.60	0.14	0.006	0.000	1.38	0.043	2.98	0.016	0.000	0.000	0.018	0.000	0.038	0.004	0.000	0.009	1.58	0.20	10	7.60	84.7
ST037016	24.60	0.19	0.007	0.000	1.36	0.043	2.85	0.019	0.000	0.000	0.027	0.000	0.035	0.007	0.000	0.006	1.59	0.20	10	7.50	84.4
ST037017	25.20	0.15	0.006	0.000	1.41	0.049	2.89	0.018	0.000	0.000	0.023	0.000	0.032	0.005	0.000	0.005	1.33	0.20	10	7.50	84.6
ST037018	24.70	0.14	0.009	0.000	1.36	0.056	2.90	0.018	0.000	0.000	0.019	0.000	0.031	0.052	0.000	0.009	1.59	0.20	10	7.75	84.4
ST037019	25.90	0.13	0.007	0.003	1.46	0.064	3.04	0.024	0.000	0.002	0.035	0.000	0.045	0.023	0.000	0.006	2.03	0.20	10	7.40	84.3
ST037020	25.20	0.16	0.009	0.000	1.38	0.080	2.87	0.030	0.000	0.000	0.020	0.000	0.040	0.005	0.000	0.007	1.84	0.20	10	7.39	84.6
ST037021	24.30	0.36	0.010	0.000	1.36	0.070	2.82	0.020	0.000	0.000	0.030	0.000	0.030	0.006	0.000	0.007	1.84	0.20	10	7.54	83.8
ST037022	24.20	0.43	0.010	0.000	1.30	0.067	2.81	0.016	0.000	0.000	0.025	0.000	0.032	0.004	0.000	0.003	1.84	0.20	10	7.40	83.8
ST037023	24.40	0.24	0.008	0.000	1.36	0.064	2.81	0.020	0.000	0.000	0.016	0.000	0.024	0.003	0.000	0.003	1.68	0.20	10	7.30	84.3
ST037024	25.46	0.22	0.009	0.005	1.49	0.077	2.98	0.019	0.002	0.003	0.022	0.000	0.034	0.006	0.000	0.004	2.21	0.20	10	7.51	83.9
ST037025	24.20	0.38	0.012	0.007	1.39	0.110	2.97	0.024	0.000	0.002	0.021	0.000	0.043	0.007	0.000	0.002	1.84	0.20	10	7.42	83.0
ST037026	24.70	0.25	0.010	0.007	1.47	0.074	2.83	0.019	0.000	0.002	0.020	0.000	0.043	0.007	0.000	0.001	1.82	0.20	10	7.58	83.9
ST037027	25.20	0.21	0.005	0.007	1.39	0.110	2.94	0.020	0.000	0.000	0.017	0.000	0.030	0.009	0.000	0.005	1.79	0.20	10	7.85	84.2
ST037028	24.90	0.20	0.009	0.006	1.40	0.060	2.80	0.020	0.000	0.000	0.017	0.000	0.029	0.007	0.000	0.004	1.60	0.20	10	7.80	84.6
ST037029	25.50	0.23	0.020	0.010	1.31	0.100	2.88	0.030	0.000	0.000	0.020	0.000	0.020	0.006	0.000	0.003	1.60	0.20	10	7.70	84.6
ST037030	24.90	0.19	0.010	0.010	1.45	0.100	3.00	0.020	0.000	0.000	0.020	0.000	0.030	0.004	0.000	0.003	1.69	0.20	10	7.70	83.7
ST047031	24.30	0.17	0.019	0.018	1.41	0.134	2.75	0.023	0.000	0.006	0.019	0.000	0.032	0.005	0.000	0.011	1.56	0.20	10	8.00	84.1
ST047032	24.30	0.24	0.016	0.018	1.37	0.138	2.85	0.009	0.000	0.004	0.018	0.000	0.029	0.004	0.000	0.004	1.21	0.20	10	7.83	83.8
ST047033	24.20	0.18	0.011	0.012	1.32	0.100	2.74	0.017	0.000	0.003	0.017	0.000	0.032	0.005	0.000	0.004	1.48	0.20	10	7.60	84.5
ST047034	24.90	0.21	0.010	0.012	1.36	0.094	2.87	0.008	0.000	0.003	0.017	0.000	0.030	0.007	0.000	0.004	1.74	0.20	10	7.65	84.3
ST047035	25.60	0.41	0.010	0.010	1.45	0.090	3.00	0.030	0.000	0.000	0.020	0.000	0.040	0.010	0.000	0.010	1.29	0.20	10	7.54	83.5
ST047036	24.04	0.27	0.000	0.004	1.32	0.080	2.87	0.040	0.015	0.000	0.010	0.000	0.020	0.004	0.000	0.002	1.14	0.20	10	8.29	83.8
ST047037	24.80	0.26	0.006	0.000	1.14	0.070	2.94	0.030	0.000	0.000	0.012	0.000	0.020	0.004	0.000	0.002	1.45	0.20	10	7.77	84.7
ST047038	24.40	0.31	0.007	0.006	1.36	0.070	2.80	0.026	0.000	0.000	0.010	0.000	0.018	0.004	0.000	0.001	1.30	0.20	10	7.55	84.1
ST047039	25.10	0.27	0.000	0.000	1.38	0.060	2.48	0.010	0.000	0.000	0.010	0.000	0.020	0.003	0.000	0.004	1.21	0.20	10	7.60	85.6
ST047040	25.00	0.50	0.009	0.011	1.43	0.090	2.88	0.020	0.000	0.000	0.017	0.000	0.020	0.005	0.000	0.002	1.40	0.20	10	7.86	83.4
ST047041	24.60	0.24	0.008	0.008	1.34	0.080	2.79	0.010	0.000	0.000	0.015	0.000	0.023	0.002	0.000	0.008	1.20	0.20	10	7.50	84.5
ST057042	24.60	0.29	0.008	0.010	1.27	0.080	2.75	0.015	0.000	0.000	0.019	0.000	0.034	0.004	0.000	0.001	1.62	0.20	10	7.32	84.6
ST057043	26.60	0.30	0.007	0.006	1.57	0.083	3.05	0.019	0.000	0.000	0.015	0.000	0.026	0.005	0.000	0.005	1.16	0.21	10	7.54	84.0
ST057044	27.26	0.24	0.007	0.007	1.54	0.071	3.17	0.023	0.000	0.000	0.016	0.000	0.036	0.007	0.000	0.007	1.53	0.22	10	7.60	84.2

cc: M. Royer
R. Theissen
G. Varn

← Cedar Chemical Co.

RHÔNE·POULENC INC.

P.O. Box 125 - Black Horse Lane - Monmouth Junction, New Jersey 08852 - Telephone: (201) 297-0100 - Telex: 844527

May 18, 1987

OVERNIGHT EXPRESS MAIL

Mr. Ron Cheves
Vice President
CEDAR CHEMICAL CORPORATION
5100 Poplar Avenue
24th Floor
Memphis, Tennessee 38137

Dear Mr. Cheves:

Pursuant to our Letter Agreement, dated September 5, 1986, please be advised that Rhone-Poulenc shall not issue future purchase orders for the production of either RP-15 or RP-10.

Very truly yours,

RHONE-POULENC INC.

By: Jean-Pierre Dal Pont
Jean-Pierre Dal Pont
Vice President
TECHNICAL SERVICES

RHÔNE·POULENC

RHÔNE·POULENC INC.

P.O. Box 125 - Black Horse Lane - Monmouth Junction, New Jersey 08852 - Telephone: (201) 297-0100 - Telex: 844527

September 5, 1986

Mr. Ron Cheves
Vice President
Cedar Chemical Corporation
5100 Poplar Avenue
24th Floor
Memphis, Tennessee 38137

Dear Mr. Cheves:

The terms and conditions of this Letter Agreement in conjunction with the terms and conditions of the August 1, 1986 Letter Agreement, incorporated herein by reference and attached hereto as Exhibit "A", shall constitute the Agreement between Cedar Chemical Corporation, a Delaware corporation, with offices at Suite 2414, Clark Tower, 5100 Poplar Avenue, Memphis, Tennessee 38137, (hereinafter "Cedar") and Rhone-Poulenc Inc., a New York corporation, with offices at Black Horse Lane, Monmouth Junction, New Jersey (hereinafter "Rhone-Poulenc") concerning certain steps in the production of Tackle® intermediates which include production of two intermediates--1) by a coupling reaction and 2) the other by nitration and neutralization steps.

Definitions

For purposes of this Agreement, the following terms shall have the following meanings assigned thereto:

"RP-15" shall mean product meeting those specifications attached hereto as Exhibit "B"'

"RP-10" shall mean product meeting those specifications attached hereto as Exhibit "C".

Term

This Agreement shall commence as of August 1, 1986 and shall terminate on June 1, 1989, unless terminated earlier in accordance with the provisions hereof, or unless extended by mutual agreement of the parties hereto.

Plant Modifications and Equipment

Cedar has heretofore undertaken to modify the plant in accordance with plans and specifications which have been approved by Rhone-Poulenc, so as to enable Cedar to initiate production of RP-15 on September 15, 1986.

Beginning August 31, 1986 and on the last day of each month thereafter until completion of such modifications, Cedar shall invoice Rhone-Poulenc for all expenses incurred in so modifying the Plant, provided that the total of such invoices shall not exceed $75,000. Title to all equipment and facilities acquired in connection with such modifications shall be and remain in Cedar. Cedar shall complete the modifications by September 15, 1986.

Beginning on August 31, 1986, Cedar shall initiate additional modification of the Plant in accordance with the plans and specifications to be approved by Rhone-Poulenc so as to enable Cedar to produce RP-10 as early as January 15, 1987 but no later than February 15, 1987. Cedar shall submit monthly invoices to Rhone-Poulenc for reimbursement of costs incurred in connection with said modifications beginning the 30th day of September, 1986 and monthly thereafter provided that the aggregate of said invoices shall in no event exceed the sum of $425,000, except to the extent of any excess expenditures approved in writing by Rhone-Poulenc with respect to any changes in the scope of the work. Cedar shall retain title to all equipment and other facilities acquired by it in connection with such modifications, except for a glass-lined reactor which shall belong to Rhone-Poulenc Inc.

All invoices submitted by Cedar to Rhone-Poulenc for plant modifications shall be due and payable by Rhone-Poulenc within ten days from the date of such invoices. Cedar shall make available to Rhone-Poulenc upon request reasonably detailed documentation supporting the costs and other expenditures covered by such invoices, including any labor costs.

Method of Operation

Throughout all production campaigns under this Agreement, Rhone-Poulenc shall furnish Cedar, or cause it to be furnished, with raw materials in amounts sufficient to enable Cedar to produce the quantities of RP-15 and RP-10 required hereunder in a timely fashion so as to permit production of said Products in continuous campaigns of ninety days each, such raw materials to be furnished in bulk, FOB the Plant.

Cedar shall provide at the Plant receiving, storage and delivery facilities and services necessary to fully perform its obligations hereunder. Cedar shall take reasonable steps to preserve and protect raw materials and Products produced therefrom contamination, theft, damage or destruction while in Cedar's possession.

Cedar will inspect all raw materials tendered by Rhone-Poulenc hereunder, and promptly shall advise Rhone-Poulenc's designated representative of any apparent defects in such raw materials. Rhone-Poulenc shall provide to Cedar a weight ticket and certificate of analysis for all raw materials to be delivered by it hereunder.

Cedar shall ship Products in accordance with Rhone-Poulenc's instructions and at Rhone-Poulenc's sole cost and expense.

Title And Risk Of Loss

Title to raw materials delivered by Rhone-Poulenc to Cedar and title to Products produced by Cedar therefrom shall at all times remain solely in Rhone-Poulenc. Raw materials and Products shall be segregated from other materials and goods of Cedar.

Subject to the terms of this Agreement, Cedar shall assume the risk of loss of or damage to raw materials from the time of delivery to it hereunder, and for loss of or damage to work in process and to Products produced hereunder until delivery to Rhone-Poulenc's carrier at the Plant, except to the extent that such loss or damage results from Rhone-Poulenc's negligence. In no event shall Cedar be liable to Rhone-Poulenc for indirect or consequential damages alleged as a result of any such loss or damage.

Waste Disposal

Cedar's responsibility for handling waste generated as a result of its performance hereunder shall be (a) to neutralize said waste in such manner as will permit off-site disposal of same, and (b) to assist Rhone-Poulenc in the selection of a contractor to handle off-site treatment or disposal of such waste. The cost of all such off-site treatment or disposal of waste hereunder shall be borne directly by Rhone-Poulenc. Rhone-Poulenc shall indemnify Cedar and save it harmless from and against all costs or damages, including reasonable attorneys' fees incurred by it which shall arise out of transportation, storage or treatment of such waste in any manner approved by Rhone-Poulenc hereunder. However, such indemnification shall not apply to any costs or damages, including reasonable attorneys' fees incurred by Cedar which arise as a result of its negligence or its violation of any statute, ordinance or regulation.

Cedar shall make its best efforts to develop on-site disposal methods and processes to be carried out at the

Plant. In the event Cedar is successful in developing any such on-site waste disposal process, it shall also be responsible for obtaining and maintaining all required Federal and State Permits, and the parties shall negotiate in good faith to establish a reasonable waste disposal fee for such on-site treatment and disposal of waste generated hereunder.

Access To Plant/Assistance

Cedar shall keep Rhone-Poulenc fully and currently informed with respect to its modification and production activities hereunder and shall afford reasonable access to Rhone-Poulenc personnel to observe such operations. Rhone-Poulenc shall hold Cedar harmless from and indemnify it against all claims and liability on account of personal injuries suffered by Rhone-Poulenc personnel while at the Plant.

During the course of Plant modifications and start-up periods referred to herein, Rhone-Poulenc shall provide Cedar with on-site personnel capable of assisting Cedar in said activities, and shall provide such other services as Cedar shall reasonably request in order to accomplish the goals of this Agreement.

Warranties

Cedar warrants that all Products produced by it hereunder following the process confirmation start-up periods for RP-15 and RP-10, respectively, shall conform to the specifications attached hereto as Exhibits "B" and "C" respectively, as same shall be revised either during the process confirmation start-up periods or thereafter by consent of the parties hereto. Cedar makes no other warranty with respect to the Products to be manufactured hereunder, whether of merchantability or fitness for a particular purpose, and none shall be implied.

Cedar warrants that all raw materials furnished by it hereunder shall conform to the specifications included in Exhibits "D" hereunder.

Indemnification

Cedar agrees to hold Rhone-Poulenc harmless from and to indemnify against all loss, costs, damages, liability and expense, including reasonable attorney's fees, on account of any personal injury or property damage arising out of Cedar's manufacture, handling and storage of raw materials and Products hereunder during period when such materials are in Cedar's possession

and control, except to the extent that such occurrences are caused by the negligence of Rhone-Poulenc.

Rhone-Poulenc agrees to hold Cedar harmless from and to indemnify it against all loss, costs, damages, liability and expense, including reasonable attorney's fees on account of all personal injury or property damage arising out of occurrences relating to the handling, storage, transportation, sale or use of raw materials delivered to Cedar hereunder and RP-15 and RP-10 produced by Cedar hereunder when such materials are not in Cedar's possession and control, except to the extent that such occurrences are caused by the negligence of Cedar.

Payment of Processing Charges For RP-15 and RP-10

Cedar's total processing charge for undertaking the initial RP-15 campaign hereunder shall be the sum of $435,000 which sum shall be invoiced by Cedar to Rhone-Poulenc in three equal monthly installments, the first to coincide with start-up of facilities at the Plant at the beginning of the initial RP-15 campaign, and the remaining two invoices to be issued at the end of each thirty days thereafter. The total processing charge so invoiced shall cover any amount of production of RP-15 during the initial ninety-day campaign up to 684,000 pounds. Additional production of RP-15 during the ninety-day campaign shall be invoiced to Rhone-Poulenc at the rate of thirty-five cents ($.35) per pound. In the event the initial RP-15 campaign is extended beyond the original ninety-day period, additional production time will be charged to Rhone-Poulenc at the rate of $175,000 per month, prorated for any period shorter than one month.

Cedar's total processing charge for undertaking the initial RP-10 campaign hereunder shall be the sum of $550,000, which sum shall be invoiced by Cedar to Rhone-Poulenc in three equal monthly installments, the first to coincide with the start up of facilities at the Plant at the beginning of the initial RP-10 campaign, and the remaining two invoices to be issued at the end of each thirty days thereafter. The total processing charge so invoiced shall cover any amount of production of RP-10 during the initial ninety-day campaign up to 600,000 pounds. Additional production of RP-10 during the ninety-day campaign shall be invoiced to Rhone-Poulenc at the rate of thirty-five ($.35) cents per pound. In the event the initial RP-10 campaign is extended beyond the original ninety-day period, additional production time will be charged to Rhone-Poulenc at the rate of $200,000 per month, prorated for any period shorter than one month.

Cedar's Acknowledgement

Cedar acknowledges that it has received process information safety studies, Material Safety Data Sheets of all raw materials and waste streams and products from Rhone-Poulenc; and Cedar also acknowledges that it is a chemical manufacturer, knowledgeable in the safe handling of chemicals and qualified to perform the required manufacturing functions hereunder.

Usage Factors

During each process confirmation start-up period (each period to be for a maximum of seven consecutive days following initial start-up), it is understood that Cedar and Rhone-Poulenc shall agree upon usage factors for raw materials and waste by products.

Invention

Should any invention arise from an improved manufacturing process of RP-15 or RP-10 as a result of Rhone-Poulenc's or Cedar's efforts, such invention and any patent rights thereto should belong exclusively to Rhone-Poulenc Inc.

Failure To Issue Additional Purchase Orders

Cedar shall maintain the Plant, for future production campaigns during the initial term of this Agreement; provided, however, that Rhone-Poulenc shall issue future purchase orders to Cedar not later than June 1, 1987 and by June 1 of each successive calendar year during the term hereof for production of either RP-15 or RP-10, or both. In each case such campaigns shall be completed by May 31 of such contract year. If Rhone-Poulenc fails to issue such additional purchase orders, Cedar shall have the right to terminate this Agreement upon written notice to Rhone-Poulenc. Processing charges for such additional campaigns following June 1, 1987 shall be substantially identical to those applicable to the initial campaigns.

Force Majeure

No liability shall result from non-performance or delay in performance caused by circumstances beyond the reasonable control of the affected party; provided, however, that any party whose performance is prevented or impeded by such circumstances shall promptly provide written notice with reasonable particulars to the other party.

Notices

All notices required hereunder shall be deemed to be properly served as sent by first class mail, postage prepaid thereon or by telegram or overnight mail, and addressed to the party for whom intended at the following addresses:

If to Cedar:

Mr. G.L. Pratt
Cedar Chemical Corporation
24th Floor, Clark Tower
5100 Poplar Avenue
Memphis, Tennessee 38137

If to Rhone-Poulenc:

Mr. Jean-Pierre Dal Pont
Vice President of Technical Services
Rhone-Poulenc, Inc.
P.O. Box 125
Black Horse Lane
Monmouth Junction, New Jersey 08852

Default

Anything elsewhere in this Agreement to the contrary notwithstanding, if either party breaches any of its obligations hereunder, becomes insolvent or commits an act of bankruptcy, or if a receiver is appointed for either party, then in any such event the other party may terminate this Agreement effective fifteen (15) days following written notice of termination by reason of such default, provided such default shall not have been cured by the effective date of such notice.

Independent Contractor

Cedar's performance hereunder is not deemed to create an agency between the parties hereunder, it being understood that Cedar is acting solely as an independent contractor, and is solely responsible for the employment, control and conduct of its employees.

Secrecy Agreement

The Secrecy Agreement dated March 12, 1984 between Cedar and Rhone-Poulenc attached hereto as Exhibit "E" is incorporated herein by reference.

General Provisions

The parties further agree as follows: (a) This Agreement shall be governed by the laws of the State of Arkansas; (b) No modification of this Agreement or waiver of any of its provisions shall be effective unless in writing and signed by the party to be bound thereby. Neither party's waiver of any breach of any of the provisions of this Agreement shall be deemed to be a waiver of any subsequent breach of the same nature or of any breach of a different nature; (c) This Agreement shall bind the successors and assigns of the parties hereto, but neither party may assign its rights or interests in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Cedar may assign its rights in this Agreement to any purchaser of the Plant and Rhone-Poulenc may assign its rights in this Agreement to a purchaser of substantially all of its pesticide business; (d) If the terms of any purchase orders or invoices are contrary to the terms and conditions of this Agreement, the terms and conditions of such purchase orders or invoices are superseded by the terms and conditions of this Agreement. The section headings in this Agreement are inserted for convenience only and are not to be construed as part of the Agreement nor as a limitation on the scope of the particular sections to which they refer.

Please indicate your agreement with these terms and conditions by signing and dating the original and two (2) copies of this Letter Agreement returning the original and a copy to me.

ACCEPTED AND AGREED TO:

CEDAR CHEMICAL CORPORATION

By: Ron Cheves
Ron Cheves
Vice President

Very truly yours,

RHONE-POULENC INC.

By: Jean-Pierre Dal Pont
Jean-Pierre Dal Pont
Vice President of
Technical Services

Date: 9.5.86

Tackle® is a registered trademark of Rhone-Poulenc Inc.

RHÔNE·POULENC INC.

P.O. Box 125 · Black Horse Lane · Monmouth Junction New Jersey 08852 · Telephone (201) 297-0100 · Telex 844527

August 1, 1986

Mr. Ron Cheves
Vice President
Cedar Chemical Corporation
5100 Poplar
24th Floor
Memphis, Tennessee 38137

Dear Mr. Cheves:

Rhone-Poulenc Inc. proposes to enter into a contract with Cedar Chemical Corporation (hereinafter "Cedar") concerning certain steps in the production of Tackle®, intermediates, which include production of two intermediates: 1) by a coupling reaction and 2) the other by nitration and neutralization steps. This Letter Agreement sets forth the following key terms and conditions agreed upon by the parties:

Coupling Reaction - RP-15

Cedar will modify an existing production facility for a maximum charge of $75,000 to produce a minimum of 684,000 pounds of RP-15 at a nominal rate of 10,000 pounds per day (100% basis). The maximum charge of $75,000 will be invoiced monthly and payment shall be made within 10 days of the date of the invoice. The amount of such invoices shall be equal to the expenditures actually incurred by Cedar for modification and installation charges related to Cedar's existing equipment. In order to verify Cedar's expenditures, Cedar shall make said invoices available to Rhone-Poulenc Inc. upon request.

The production rate will be guaranteed by Cedar, following a 7 day process confirmation start-up period, to be attended by Rhone-Poulenc personnel.

Production of 684,000 pounds is projected to be complete in 76 days. Additional production beyond 684,000 pounds, if desired, will be continued for 14 days and will be charged at the rate of $.35 per pound of RP-15 (100% basis).

Production will commence on October 1, 1986, following a 6 week period required for plant preparation.

EXHIBIT A

RHONE POULENC

Total processing charges for 90 days of production will be $435,000, to be paid in three equal payments during the 90 day campaign. Additional production during the 90 day period will be charged at the rate of $.35 per pound. Production time requested, beyond the 90 day period, will be charged for at the rate of $175,000 per month - pro rata per day.

Nitration - Neutralization - RP-10

Cedar will modify an existing production facility for a maximum charge of $425,000 to produce a minimum of 600,000 pounds of RP-10 at a nominal rate of 9,000 pounds per day (100% active basis). The maximum charge of $425,000 will be invoiced monthly.and payment shall be made within 10 days of the date of the invoice. The amount of such invoices shall be equal to the expenditures actually incurred by Cedar for the purchase of equipment. Such equipment shall belong to Cedar except for a glass-lined reactor which shall belong to Rhone-Poulenc Inc. In order to verify Cedar's expenditures, Cedar shall make said invoices available to Rhone-Poulenc Inc. upon request.

The production rate will be guaranteed by Cedar following a 7 day process confirmation start-up period, to be attended by Rhone-Poulenc personnel.

Production of 600,000 pounds is projected to be complete in 73 days. Additional production beyond 600,000 pounds, if desired, will be continued for 17 days and will be charged at the rate of $.35 per pound.

Production will commence as early as January 15, 1987 but no later than February 15, 1987, following a 10-12 week period required for plant preparation. Rhone-Poulenc Inc. shall provide Cedar with 30 days advance written notice of the actual commencement of production.

Total processing charges for 90 days of production will be a minimum of $550,000, to be paid in three equal payments during the campaign. Additional production, during the 90 day period, will be charged for at the rate of $.35 per pound of RP-10 (100% basis). Production time requested beyond the 90 day period will be charged for at the rate of $200,000 per month - pro rata per day.

General Provisions

Cedar will secure necessary permits required to begin and continue production. Rhone-Poulenc Inc shall provide any necessary information or assistance in the procurement of said permits; and the status of said permits will be reviewed every 30 days by Cedar's and Rhone-Poulenc Inc.'s appropriate personnel. Cedar shall also advise Rhone-Poulenc Inc. in writing as to the need of any permit. If a 30 or more day delay occurs in processing any permit or if Cedar fails to procure a necessary permit, Rhone-Poulenc Inc. shall have the right to terminate this Agreement upon written notice to Cedar. However, Rhone-Poulenc Inc shall forfeit any monies paid prior to the date of termination.

Wastes will be processed by Cedar, if necessary, and sent off site for disposal with Rhone-Poulenc being charged the actual commercial rate.The costs of such waste processing is included in the over-all processing charge. Cedar shall provide Rhone-Poulenc Inc. with a detailed statement concerning its methods of waste disposal and shall verify that such methods comply with existing Federal and State environmental laws. Prior to the disposition of any wastes, the parties shall mutually agree upon the waste disposal site. In the event Cedar can process wastes through the biological system at West Helena, Cedar will share the savings with Rhone-Poulenc Inc.

Production facilities prepared for this project will be maintained by Cedar and will be made available to Rhone-Poulenc for additional production campaigns during a three year period. Prices will be approximately the same as provided in the first campaign with appropriate escalatorsto be provided in a subsequent Contract between the parties. Cedar will require advance notice of intent by June 1, 1987 to produce and volumes required. At the time of notification, Rhone-Poulenc Inc. shall advise Cedar whether to proceed only with the coupling step or also with the nitration and neutralization steps.

Cedar will be responsible for raw material consumption following the start-up process confirmation period.However, Cedar shall pay for the loss of any raw materials as a result of its negligence or the failure of equipment. In the event material is not in accordance with specifications, Cedar shall make a good faith effort to reprocess the material in order to comply with specifications.

Rhone-Poulenc will provide containers for shipment of product FOB West Helena, Arkansas.

Rhone-Poulenc will provide all raw materials and bear the cost of all waste disposal.

Notwithstanding this Letter Agreement, it is also understood that all of the terms and conditions contained herein will be incorporated into a formal Contract which will be executed no later than August 29, 1986. The Contract will also make provision for additional terms and conditions covering such items as: indemnities, warranties, insurance etc.

Please indicate your agreement with these terms and conditions by signing and dating the original and two copies of this Letter Agreement returning the original and a copy to me.

Very truly yours,

RHONE-POULENC INC.

BY: _____
Jean-Pierre Dal Poht
Vice President of
Technical Services

ACCEPTED AND AGREED TO:

CEDAR CHEMICAL CORPORATION

BY: _____
Ron Cheves
Vice President

DATE: 8.1.86

Tackle® is a registered trademark of Rhone-Poulenc Inc.

EXHIBIT A

RP-15 SPECIFICATION

JPDP
RC

RP-15	90.5% (minimum)
Light isomer	5.2% (maximum)
Heavy isomer	1.0% (maximum)
Water	2000 ppm (maximum)

EXHIBIT B

JTM
RC

1986-87 TACKLE 2AS CAMPAIGN - MANUFACTURING SPECIFICATIONS

RP No/Other	2AS Basis* Max. Mfg. Specification	Normally Expected Value	Present Confidential Stmt. of Form.	Proposed Confidential Stmt. of Form.
2	1.10%	0.60%	1.1%	1.10%
4	0.02%	< 0.01%	0.1%	[< 0.10%] **
5	0.05%	< 0.03%	0.1%	[< 0.10%] **
7	1.30%	1.20%	0.7%	1.50%
8	0.10% ***	< 0.05% ***	0.7%	0.30%
9	2.60%	2.50%	3.6%	3.60%
10(NaAci)	21.10±1.1%	21.10%	21.1±1.1%	21.1±1.1%
14	0.10%	< 0.05%	0.1%	0,30%
21	0.05%	< 0.05%	---	[< 0.10%] **
28(Old $UnkA_1$)	0.02%	< 0.01%	---	[< 0.10%] **
29(Old UnkB)	0.10%	< 0.05%	---	0.30%
30(Old $UnkC_1$)	0.02%	< 0.01%	---	[< 0.10%] **
31(Old $UnkA_2$)	0.02%	< 0.01%	---	[< 0.10%] **
32(Old 12 bis)	0.10%	< 0.05%	0.1%	0.30%
33(Old 14 iso)	0.10%	< 0.02%	---	0.30%
-(Bis-ester of 21)	0.05%	< 0.05%	---	[< 0.10%] **
Any other individual Unk.	< 0.10%	< 0.10%	[< 0.1%] **	[< 0.10%] **
EDC	0.01%	< 0.01%	---	[< 0.01%] **
NaOAc	2.00%	1.10%	---	3.00%

* All values based on a 21.2% - 2AS; other concentrations must be converted to this 2AS basis.

** Represents a non-listed component for the Confidential Statement of Formula where the declaration threshold is 0.1%

*** These values consider inclusion of RP-15 recrystallization. However, should this be omitted then the expected value for RP-8 will be about 0.5% and a max. spec. of 0.7% will be set.

EXHIBIT C

Ashland

Ashland Chemical Company

DIVISION OF ASHLAND OIL, INC.

INDUSTRIAL CHEMICALS & SOLVENTS DIVISION • P.O. BOX 2219, COLUMBUS, OHIO 43216 • (614) 889-3333

REPLY TO:
831 Fifth Avenue South
Kent, Washington 98031
Phone: (206) 852-3631

Spec F

ACETIC ANHYDRIDE

Physical Properties

Formula	$CH_3COOCOCH_3$
Formula Molecular Wt.	102.09
Specific Gravity 20/20°C	1.0830
Boiling Point 760 mm	139°C
Vapor Pressure mm Hg	4 @ 20°C
Freezing Point	-74.1°C
Solubility: in water/water in	Decomposes
Pounds per gallon @ 20°C	9.01
Flash Point ASTM D1310	136°F

EXHIBIT D

Divisional Technical Center
Diamond Shamrock Corporation
P O Box 191
Painesville, Ohio 44077
216/357-3811

Muscle Shoals Plant
45% Liquid Caustic Potash
Commercial Grade

Diamond Shamrock

(1974)

Technical Bulletin

1581-A

Component	Basis	Typical Analysis(1)
Total Alkalinity (as KOH)	Wt. %	45.7
Hydroxide Alkalinity (as KOH)	Wt. %	45.7
K_2CO_3	Wt. %	0.05
KCl	Wt. %	0.0035
$KClO_3$	Wt. %	< 0.0001
K_2SO_4	ppm by wt.	< 10
Fe	ppm by wt.	0.5(2)
Na	ppm by wt.	800
Ni	ppm by wt.	< 0.1
Hg	ppm by wt.	< 0.05
Heavy Metals (as Pb)	ppm by wt.	< 5
As	ppm by wt.	< 1

Typical Analysis

Not to be used as a specification

Notes:

1. Meets Food Chemicals Codex and U.S. Pharmacopeia specifications.
2. Iron value applies to material shipped only in lined containers.

JU1HB

EXHIBIT D

EC-TALCP-03

LCP CHEMICALS & PLASTICS INC.

PRODUCT SHEET

CAUSTIC POTASH, LIQUID (POTASSIUM HYDROXIDE - KOH)

LOW CHLORIDE GRADE

	SPECIFICATIONS
TOTAL ALKALINITY CALCULATED AS KOH	45-52% BY WT.
K_2CO_3	0.2 % BY WT. (MAX.)
NaOH	0.25% BY WT. (MAX.)
KCl	50 PPM (MAX.)
SiO_2	20 PPM (MAX.)
$KClO_3$	3 PPM (MAX.)
K_2SO_4	10 PPM (MAX.)
Fe	3 PPM (MAX.)
Ca	3 PPM (MAX.)
Hg	0.5 PPM (MAX.)
Mg	3 PPM (MAX.)

CAS REGISTRY NO. 1310-58-3

ISSUED MAY, 1982

12/82

EXHIBIT D

(Continued on reverse side)

Divisional Technical Center
Diamond Shamrock Corporation
P O Box 191
Painesville, Ohio 44077
216/357-3811

Specs → 50% Liquid Caustic Soda
Diamond Brand

Diamond Shamrock (1158)

Technical Bulletin

1769

Component	Basis	Sales(1) Specification	
Total Alkalinity as Na_2O	Wt. %	38.7	Min.
Hydroxide Alkalinity as NaOH	Wt. %	50.0	Min.
Na_2CO_3	Wt. %	0.15	Max.
NaCl	Wt. %	1.10	Max.
$NaClO_3$	Wt. %	0.12	Max.
Na_2SO_4	ppm by wt.	400	Max.
Fe	ppm by wt.	9.0	Max.
Cu	ppm by wt.	0.2	Max.
Ni	ppm by wt.	2.0	Max.
Hg	ppm by wt.	0.05	Max.
Heavy Metals (as Pb)	ppm by wt.	15	Max.
As	ppm by wt.	1.5	Max.

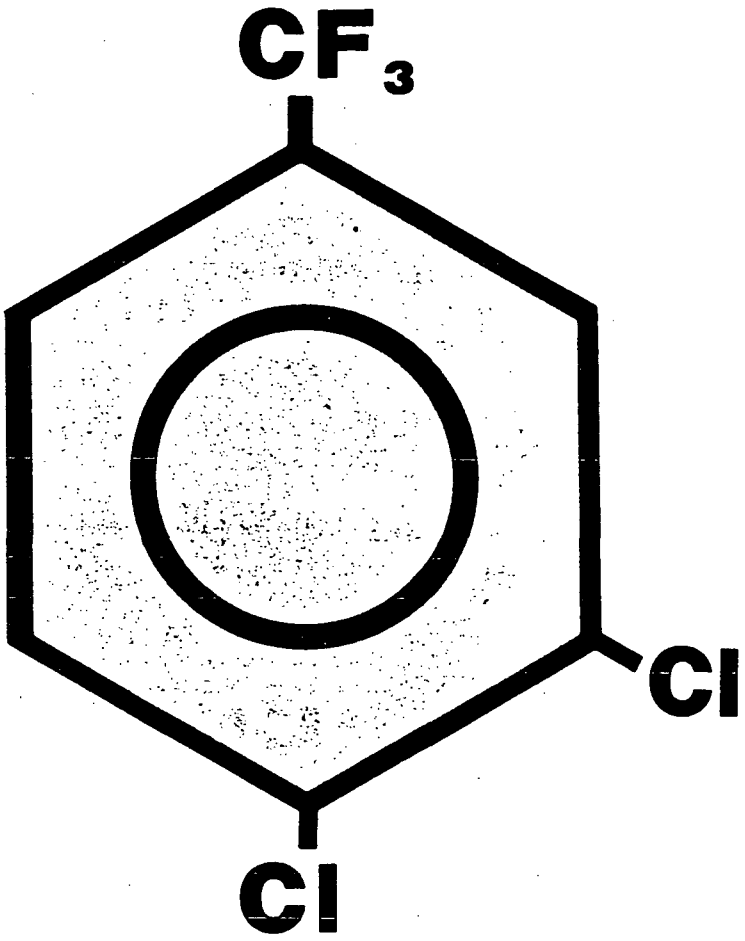
Notes:
1. Meets Food Chemicals Codex and U.S. Pharmacopeia specifications.
2. Iron value applies to material shipped only in lined containers.

F2HB

PURCHASING
FEB - 6 1984
RECEIVED

EXHIBIT D

Occidental Chemical Corporation
Industrial & Specialty Chemicals Division



3,4-DICHLOROBENZOTRIFLUORIDE

3,4-Dichlorobenzotrifluoride is a clear, colorless liquid with a faint organic odor. It is useful as a chemical intermediate in the manufacture of pesticides and other products.

The product is one of a family of products offered by the Industrial and Specialty Chemicals Division based on a history of research and development of benzotrifluoride derivatives.

EXHIBIT D

3,4 DICHLOROBENZOTRIFLUORIDE

Specifications:

Appearance:	Clear, colorless liquid
Assay:	99.0% minimum
Other:	0.1% maximum low boilers
	0.1% maximum high boilers
	0.8% other DCBTF isomers

Molecular Weight:

202.99

Formula:

$C_6H_3Cl_2F_3$

Physical Properties:

Melting Point	−12.4°C
Boiling Point	173.5°C
Specific Gravity (25°C)	1.478 (12.3 lbs/gal)
Flash Point (Tag Closed Cup)	170°F
Vapor Pressure (mm Hg)	2 mmF 24.6°C
	22 mmF 71.8°C
	216 mmF 10.1°C
	694 mmF 169.9°C
Refractive Index, n25°/D	1.4736

Shipping Containers

Containers (Approximate Capacities)

	Gallons	Pounds
Tank Trailer	3,250	40,000 (partial load)
Drums: (non-returnable)	55	650 (net) 685 (gross)

EXHIBIT D

$Cl_2 \cdot C_6H_3 \cdot CF_3$

Shipping Information:

Domestic Shipment Description

DOT Name: Combustible Liquid, N.O.S.
Technical Name: 3,4-Dichlorobenzotrifluoride
Hazard Class: Combustible Liquid
Label Required: None
Identification No.: NA 1993

Shipping Document Description

DOT Rail:
Combustible Liquid, N.O.S., (3,4-Dichlorobenzotrifluoride), NA 1993, Placarded Combustible

DOT Highway:
Combustible Liquid, N.O.S., (3,4-Dichlorobenzotrifluoride), NA 1993, Chemicals NOI

Drum Quantitites: (non-regulated)

U.S. Department of Transportation Requirements

MARKING

Packages of 3,4-Dichlorobenzotrifluoride having rated capacities of 110 gallons or less do not require marking (49 CFR 172.118[a]). Bulk shipments in portable tanks, cargo tanks and tank cars must be marked with the assigned DOT identification number, 1993, on orange panels or placards (49 CFR 172.326, 172.328, 172.330 and 172.332).

LABELING

A DOT hazard warning label is not required on packages containing 3,4-Dichlorobenzotrifluoride (49 CFR 172.400[b][9]).

PLACARDING

Cargo tanks, tank cars and portable tanks containing 3,4-Dichlorobenzotrifluoride being offered for transportation must carry the numbered DOT Combustible placard as illustrated below. Freight containers, motor vehicles and rail cars carrying 3,4-Dichlorobenzotrifluoride packed in drums of 110 gallons or less are exempt from placarding (49 CFR 172.504 Table 2, note 3).

DOT Placard for bulk shipments

The Code of Federal Regulations, Title 49, should be consulted for additional information, exceptions or alternatives for marking, labeling and placarding full and empty containers. The above references cite general transportation rules.

PRODUCT LABEL

3,4-DICHLOROBENZOTRIFLUORIDE
(3,4-DCBTF)

CAUTION! COMBUSTIBLE LIQUID
MAY BE HARMFUL IF INHALED OR ABSORBED THROUGH SKIN
MAY CAUSE EYE AND SKIN IRRITATION

OCC SUGGESTED FIRE HAZARD RATING

FOR INDUSTRIAL USE ONLY

FLASH POINT (TAG C.C.)
170°F

PRECAUTIONS

- Keep container closed.
- Keep away from heat and open flame.
- Insure adequate ventilation or use an organic acid vapor mask.
- Avoid contact with eyes, skin, and clothing.
- Avoid breathing vapor.
- Wash thoroughly after handling.
- Use of goggles and rubber gloves is suggested.
- DO NOT REUSE THIS CONTAINER: Toxic and explosive product residues or vapors may remain in this container. All labeled precautions MUST be observed. Containers should be disposed of in a manner meeting government regulations.
- Do not apply air pressure, puncture or weld on or near this container. Be safe — keep away from heat, sparks or flames.
- PRODUCT DISPOSAL: Product should be completely removed from this container. Material that cannot be used or chemically reprocessed should be disposed of in a manner meeting government regulations.

HANDLING &STORAGE

- Store in an NFPA Class II area.

IN CASE OF:

FIRE—Use water spray, foam, dry chemical or, CO_2.
Use air supplied respirator or full protective equipment.
Fire may liberate toxic gases

SPILL—Contain spill and pump into drum. Soak up small spill with sand, earth or commercial absorbents and transfer into a suitable container.
Notify authorities if material is spilled into a sewer or regulated waters. Do not use water.

- **EMERGENCY PHONE**
  CHEMTREC 1-800/424-9300

+ FIRST AID +

- In case of contact, immediately remove contaminated clothing and shoes. Flush contaminated skin with plenty of water.
- In case of eye contact, immediately flush eyes with a directed stream of water for at least 15 minutes, forcibly hold eyelids apart to ensure complete irrigation of all eye and lid tissue. Call a physician.
- If inhaled, remove to fresh air.
- If swallowed, do not induce vomiting. Call a physician.
- Wash clothing before reuse.

NA 1993
CAS No. 328-84-7

OXY
Occidental Chemical Corporation
Industrial & Specialty Chemicals Division

Net Weight 295 Kg.
650 lb.

11-7/83
LP-PS-88

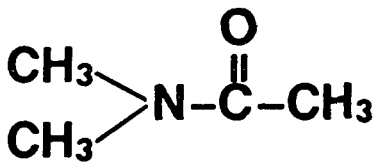
OXY.
Occidental Chemical Corporation
Industrial & Specialty Chemicals Division
Occidental Chemical Center, 360 Rainbow Boulevard South
Box 728, Niagara Falls, New York 14302 716/286-3000

EXHIBIT D

DU PONT

DATA SHEET

DIMETHYLACETAMIDE



N,N-Dimethylacetamide (DMAC) is a powerful and versatile industrial solvent featuring wide organic and inorganic solubility, water miscibility, high boiling point, low freezing point and good stability. DMAC is not "photochemically reactive" as defined in Los Angeles County's Rule 66, Section k. Some states control all volatile organic compounds irrespective of their photochemical reactive nature. Consult the appropriate state pollution control regulations.

The Chemical Abstracts index name for DMAC is acetamide, N,N-dimethyl-, (CAS Registry Number 127-19-5). Du Pont offers high purity DMAC for industrial use only. Table I lists specifications and typical analyses of Du Pont DMAC. Du Pont also sells a closely related amide solvent, N,N-dimethylformamide (DMF).

PROPERTIES

Solvency—DMAC is an essentially neutral, nonhydroxylic, aprotic solvent with a high dielectric constant. Its solvent power is due in part to having three pairs of available electrons for hydrogen bonding.

Solubility—DMAC is completely miscible in water, ether, esters, ketones and aromatic compounds. DMAC is generally soluble in unsaturated aliphatic compounds and more soluble than DMF in saturated aliphatics.

Stability—Dimethylacetamide is stable up to its atmospheric boiling point in the absence of acidic and alkaline materials. It distills essentially unchanged with no color or acid formation. Above 350 C (662 F), degradation to dimethylamine and acetic acid occurs.

TABLE I
SPECIFICATIONS AND TYPICAL ANALYSES
DU PONT DIMETHYLACETAMIDE
TECHNICAL GRADE

	Specifications	Typical Analyses*
Water, %	0.05 max.	0.02
Color (APHA)	10 max.	2
Conductivity, 25 C (77 F) 20% aq sol'n		
micromhos/cm	25 max.	12
μS/m	2500 max.	1200
Distillation range for 1 to 95 vol %, (at 760 mm Hg and includes 166.0 C ± 0.2 C), C	2.0 max.	0.6
pH at 25 C (77 F), 20% aq sol'n	4.0-7.0	4.7

*This column gives typical analyses based on historical production performance Du Pont does not make any express or implied warranty that all future production will demonstrate or continue to possess these typical properties

Hydrolysis—DMAC shows only a slight tendency to hydrolyze in aqueous solutions at elevated temperatures. The hydrolysis rate increases in the presence of acids or alkalis.

NOTICE: DMAC is harmful if inhaled or absorbed through the skin. See Personal Safety and First Aid on page 2 and the Caution For Distributors, Resellers, Formulators and Users of DMAC on page 6.

Solvolysis—Like other aprotic solvents (e.g. tetrahydrofuran, dimethylformamide, dimethyl sulfoxide), DMAC is capable of influencing substitution and elimination reactions. DMAC strongly stabilizes cations through dipole-cation interactions and minimizes the electrostatic attraction between anion and cation. Its electrical insulating action retards ion aggregation.

Hazardous Chemical Reactions—With halogentated compounds, DMAC acts as a dehydrohalogenation reagent. With certain highly halogenated compounds like carbon tetrachloride or benzene hexachloride, the reaction is highly exothermic and may become violent, particularly in the presence of iron. It is recommended that mixtures of DMAC and halogenated compounds never be used or stored in metal containers without first testing the particular system. Mixtures of DMAC and sodium hydride have been reported to generate heat and should be considered potentially hazardous.

Extreme caution must be exercised if strong oxidizing agents are to be mixed with DMAC. Use of DMAC as a reaction solvent is known to increase the rate and heat evolution of many organic reactions. It is therefore recommended that any evaluation of DMAC be initially carried out on a small scale, with gradual scale-up to thoroughly familiarize operating personnel with the characteristics of a particular reaction. Furthermore, once safe operating conditions have been established, care must be taken to see that they are not altered without first evaluating the new conditions on a small scale.

PERSONAL SAFETY AND FIRST AID

Health Hazards

DMAC is capable of producing systemic injury when inhaled or absorbed through the skin in sufficient quantities over a prolonged period of time. The principal effect is cumulative damage to the liver. DMAC has a low order of acute toxicity when swallowed or upon brief contact of the liquid or vapor with the eyes or skin. The LD_{50} (oral, male rats) for DMAC is 5809 mg/kg.

Although DMAC is not a skin sensitizer, it is irritating to the skin and eyes. DMAC has shown embryotoxic properties in test animals. See the paragraph below on Embryotoxicity.

The U.S. Department of Labor (OSHA) has ruled that an employee's exposure to dimethylacetamide in any 8-hour work shift of a 40-hour work week shall not exceed a time-weighted average of 10 ppm DMAC vapor in air by volume or 35 mg of DMAC per cubic meter of air. They also caution that, since both the liquid and vapor of DMAC are capable of penetrating the skin and mucous membranes, control of vapor inhalation alone may not be sufficient to prevent absorption of an excessive dose (29 CFR 1910.1000 Air Contaminants).*

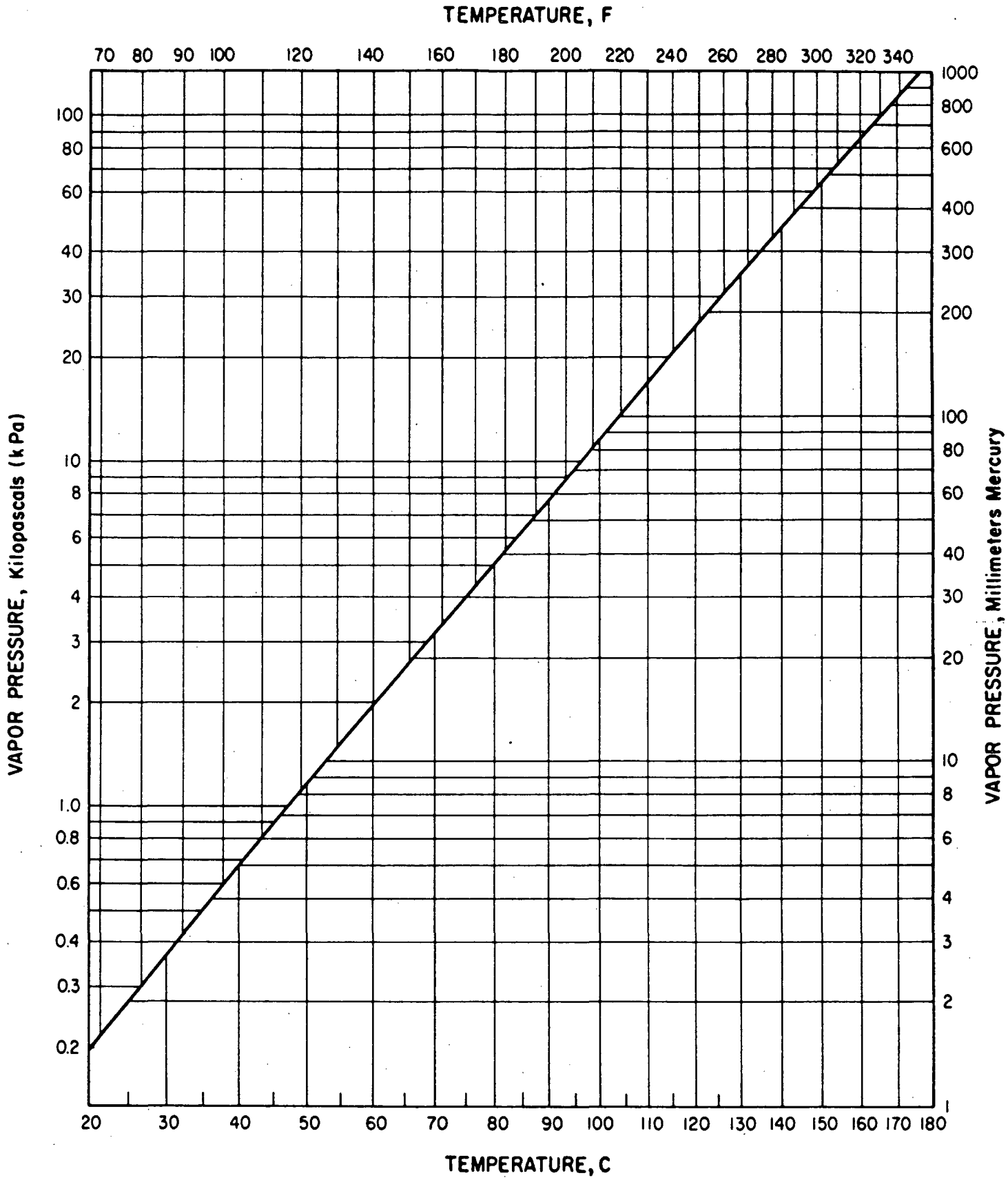
TABLE II
PROPERTIES* OF
DIMETHYLACETAMIDE (DMAC)

Molecular weight		87.12
Boiling point (760 mm Hg),	C	166.1
	F	331
Freezing point,	C	−20
	F	−4
Vapor pressure, 25 C (77 F),	mm Hg	2.0
(See Figure 1)	psia	0.04
	kPa	0.27
37.8 C (100 F),	mm Hg	4.4
	psia	0.09
	kPa	0.59
Density, 15.6 C (60 F),	g/mL (Mg/m³)	0.945
(See Figure 2)	lb/gal	7.88
Viscosity, 25 C (77 F), cP (mPa·s)		0.92
Surface tension, 30 C (86 F), dyn/cm (mN/m)		32.43
Refractive index, n_D^{25}		1.4356
Heat of vaporization (at bp),	kcal/g·mol	10.36
	Btu/lb	214
	kJ/kg	498
Heat of combustion ($-\Delta H_c^\circ$), 20 C (68 F)		
	kcal/g·mol	608
	Btu/lb	12,562
	MJ/kg	29.20
Thermal conductivity, 22.2 C (72 F)		
	kcal·m/m²·h·C	0.1579
	Btu·ft/ft²·h·F	0.1005
	W/m·K	0.1742
Flash point (TOC),	C	70
	F	158
(TCC),	C	63
	F	145
Autoignition temperature,	C	490
	F	914
Flammability limits in air, vol %		
lower, 100 C (212 F)		1.8
200 C (392 F)		1.5
upper, 160 C (320 F)		11.5
Critical temperature,	C	385
	F	725
Critical pressure,	atm	39.7
	MPa	4.02
Dielectric constant, ϵ, 10 kHz, 25 C (77 F)		37.8
Dipole moment, μ, 20 C (68 F) Debye units		4.60
Solubility parameter, δ		10.8
Hydrogen-bonding index, ∂		6.6

*These property data are drawn from various DuPont and literature sources. DuPont does not make any express or implied warranty that the commercial product will have these properties.

* Due to changing governmental regulations such as those of the Department of Transportation, Department of Labor, U.S. Environmental Protection Agency and the Food and Drug Administration, references herein to governmental requirements may be superseded. Each user should consult and follow the current governmental regulations, such as Hazard Classifications, Labeling, Food Use Clearances, Worker Exposure Limitations and Waste Disposal Procedures for the up-to-date requirements for dimethylacetamide.

FIGURE 1 VAPOR PRESSURE OF DIMETHYLACETAMIDE



Embryotoxicity

In laboratory tests, application of DMAC to the skin of pregnant rats has caused fetal deaths when the dosages where close to the lethal dose level for the mother. Embryonal malformations have been observed at dose levels 20% of the lethal dose and higher. However, embryotoxicity has not been reported at dose levels comparable to the inhalation dose a woman could receive from air contaminated with DMAC to the maximum level allowed by the Department of Labor. (See Health Hazards.) Women of childbearing potential may be employed in operations where the air concentration is within the limits set by the Department of Labor and there is no opportunity for liquid contact.

Safety Precautions

Adequate ventilation must be provided by keep DMAC vapor concentrations within the time-weighted average of 10 ppm prescribed by the Department of Labor. Contact of DMAC liquid or mixtures containing DMAC with the eyes, skin, and clothing should be avoided. If contact is unavoidable, appropriate personal protective equipment, including chemical safety goggles, butyl rubber gloves, rubber or neoprene-coated clothing, and respirators supplied with fresh air should be worn.

First Aid

If inhaled, remove patient to fresh air. If breathing has stopped, give artificial respiration, preferably mouth to mouth. If breathing is difficult, give oxygen. Call a physician.

In case of contact with DMAC liquid, immediately flush eyes or skin with water for at least 15 minutes while removing contaminated clothing and shoes. Call a physician. Wash clothing before reuse. Destroy contaminated shoes.

Personal Protective Equipment

The following personal protective equipment should be available and worn as needed:

- Hard hat with brim
- Safety spectacles (side shields preferred)
- Chemical splash goggles
- Full length face shield
- DMAC-resistant butyl rubber gauntlet gloves[b]
- DMAC-resistant butyl rubber apron
- DMAC-resistant butyl rubber boots
- Appropriate respiratory protection[c]

[b] Available from NORTON SAFETY PRODUCTS DIVISION, 2000 Plainfield Pike, Cranston, RI 02920.

[c] See "A Guide to Industrial Respiratory Protection," HEW Pub. No. (NIOSH) 76-189.

A full DMAC-resistant butyl rubber suit (jacket, pants and hood) with breathing air supply will provide protection from DMAC contact and inhalation. This suit must be worn not only in emergencies but also when performing work where there is substantial possibility of direct repeated contact with DMAC.

Neoprene is abrasion resistant, and therefore, neoprene gloves are recommended for DMAC area operations. However, neoprene coated cotton gloves offer only fair protection from DMAC. Neoprene coated gloves which have contacted liquid DMAC should be discarded.

Butyl rubber gloves such as Norton Style B-161R or B-324R[b] are resistant to DMAC solvency and offer good protection from DMAC. Butyl rubber gloves should be worn in all operations where contact with liquid DMAC is likely. These gloves are designed to protect against accidental contact and are not intended for routine immersion in DMAC or continuous handling of DMAC-wetted parts. Butyl rubber is not very resistant to cuts or abrasion. Therefore, butyl gloves should be frequently inspected and discarded when they show cuts, tears, pinholes or signs of wear.

Design of DMAC facilities should avoid routine gloved contact with DMAC liquid or parts wetted with DMAC.

Special Safety Facilities

The following safety facilities should be readily accessible in all areas where DMAC is handled or stored:

- safety showers—or water hoses connected to spigots with quick opening valves which stay open
- eye wash fountains—or other means for washing the eyes with a gentle flow of filtered, moderately warm tap water.

Determination of DMAC in Air

The measurement of DMAC in air can be accomplished by passing a known amount of air through water in a gas-scrubbing vessel and analyzing the solution chemically or by gas chromatography. Chemical analysis involves hydrolysis to dimethylamine. For determination by gas chromatography, the solution may be injected directly into a suitable column. An acceptable gas chromatography technique for DMAC is NIOSH Method No. S254 (NIOSH Manual of Analytical Methods, Volume 3, U.S. Department of Health, Education and Welfare, Public Health Service, Center for Disease Control, National Institute for Occupational Safety and Health). The NIOSH Method uses adsorption on silica gel followed by desorption with methanol.

DMAC in air can also be measured by infrared absorption or by colorometric analysis of a pyrolyzed air

FIGURE 2 DENSITY OF DIMETHYLACETAMIDE

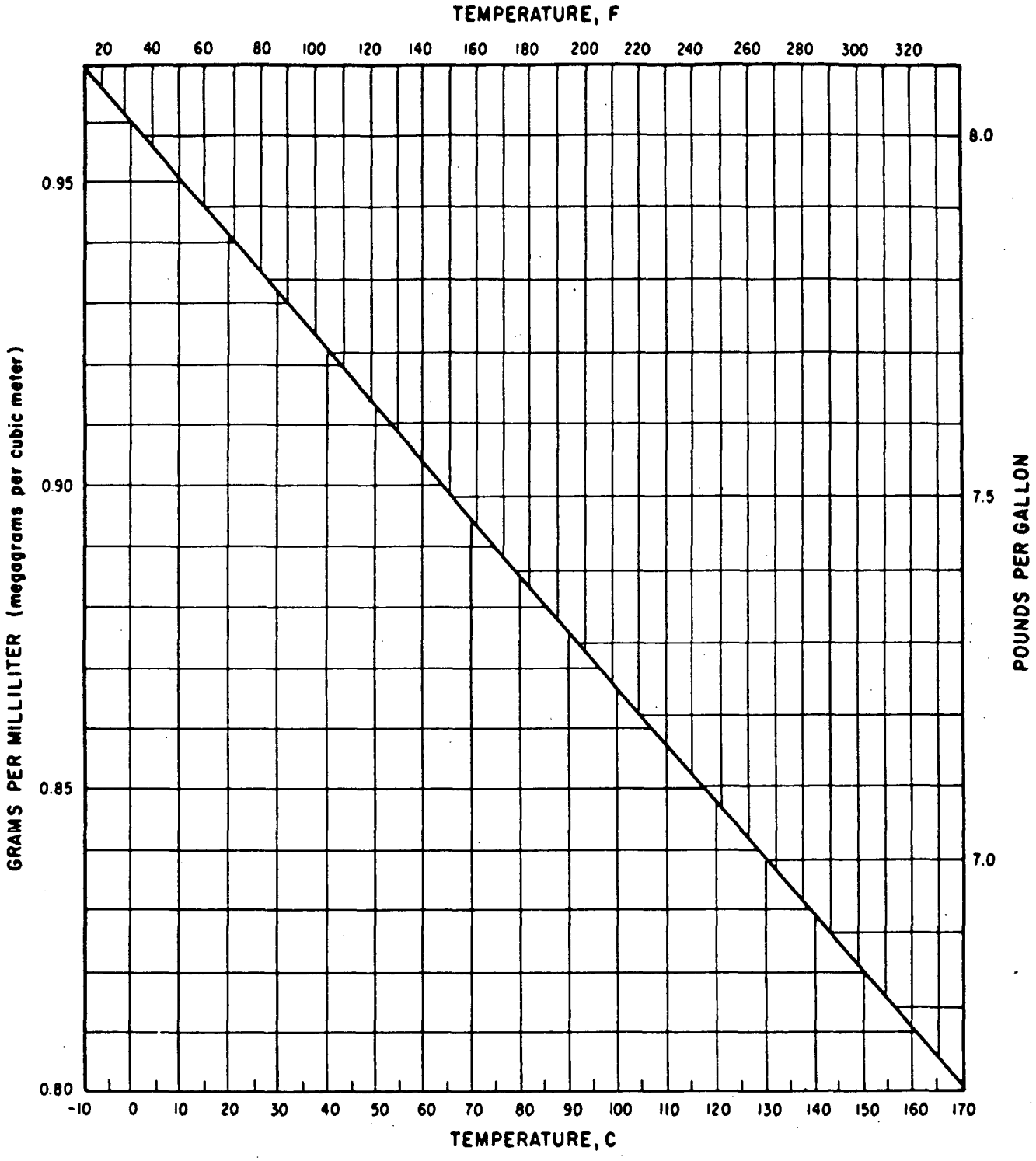


EXHIBIT D

sample. The colorimetric technique measures concentrations of 5-80 ppm DMAC in air using the MSA Universal Tester (complete with Air Sampling Pump, Pyrolyzer and Part Number 91624 Organic Nitrogen Detector Tubes available from Mine Safety Appliances Company, 408 Penn Center, Pittsburgh, PA 15235).

USES

DMAC is a uniquely versatile and powerful solvent with the following properties:

- Wide Liquid Range
- Thermal Stability
- Chemical Stability
- Water Miscibility
- Wide Organic and Inorganic Solvency
- High Polarity

Many hard-to-dissolve materials are soluble in DMAC. In some cases, the material is dissolved in a relatively small amount of DMAC and then the mixture is taken up in a large volume of second solvent. Sometimes the final solution contains only a small percentage of DMAC. But even when DMAC is only a minor ingredient in the solution, the cautionary information covered in the PERSONAL SAFETY and FIRST AID section above still applies.

DMAC in Mixtures and Consumer Products—DMAC is sold by Du Pont for industrial use only. It should *not* be used in consumer products.

In combinations of DMAC with other solvents and chemicals, the partial vapor pressure of DMAC will be lower than for pure DMAC and the rate of absorption through the skin may be slower than for pure DMAC. Nevertheless, it must be recognized that even when DMAC is a relatively minor component of a formulation, it may in some circumstances still contribute more than 10 ppm vapor to the air (exceeding the OSHA limit) and can still be absorbed through the skin in case of skin contact. This is especially pertinent if the formulation is spread in a thin film, over a large surface area having limited ventilation. Processing at elevated temperatures also requires special attention to adequate ventilation.

Other factors to be considered by formulators are whether the formulation or mixture containing DMAC is likely to be used by the general public or by women of childbearing age and whether spills or splashing of the product are likely to be encountered in normal use.

CAUTION: Distributors, resellers, formulators and users of DMAC and mixtures or products containing DMAC have the responsibility of providing adequate information on safety, toxicity including embryotoxicity, and safe handling procedures to their employees and customers.

Resin and Polymer Solvent—DMAC's strong solvent action makes it particularly useful in the manufacture of films and fibers and as a booster solvent in coating and adhesive formulations. Polymers containing over 50% vinylidene chloride are soluble to 20% at elevated temperatures in DMAC. In many cases DMAC solutions have higher solids content at practical working viscosities, resulting in more economical formulations than is possible with lower cost but less powerful solvents. DMAC may be particularly useful for dissolving:

Polyacrylonitrile	Cellulose derivatives
Polyvinyl chloride	Styrenes
Polyamides	Linear polyesters
Polyimides	

Reaction Catalyst and Medium—DMAC is useful as a reaction medium because it is an excellent solvent for a variety of organic and inorganic compounds. Due to its high dielectric constant and solvating ability, DMAC may participate in the reaction mechanism and frequently the effect is catalytic. This often results in higher yields under less vigorous conditions than is possible with other solvents. The products frequently may be isolated by adding water to the reaction mixture. Typical of reactions that may be benefited by the use of DMAC are:

Elimination reactions such as dehydrohalogenation and dehydrogenation

Cyclizations

Halogenations

Preparation of nitriles

Alkylations

Interesterifications

Phthaloylations

Preparation of organic acid chlorides.

Crystallization and Purification Solvent—The unusual solvent power of DMAC has been found useful in the purification by crystallization of aromatic dicarboxylic acids such as terephthalic acid and p-carboxyphenylacetic acid. DMAC and dibasic acids form crystalline complexes containing two moles of the solvent for each mole of acid.

Electrolytic Solvent—The use of DMAC as a nonaqueous electrolytic solvent is promising because salts are moderately soluble in DMAC and appear to be completely dissociated in dilute solutions.

STORAGE AND HANDLING

Persons handling DMAC in drums or in bulk quantities should be thoroughly familiar with DMAC hazards and safe handling practices. Refer to the Du Pont bulletin "Dimethylformamide (DMF)—Properties, Uses, Storage and Handling" for more detailed information on a product whose storage and handling requirements are similar to those of DMAC. This publication is available from any Du Pont Sales Office listed on the back page.

Storage—DMAC is stored and handled in steel equipment and is usually handled at ambient temperatures. DMAC freezes at −20 C (−4 F). It is combustible and is thermally stable below 350 C (662 F) if uncontaminated.

Aluminum or stainless steel equipment is recommended for handling DMAC where stringent color or iron contamination requirements are present. Mild steel is *not* recommended for high temperature service or for handling water solutions containing less than 83 percent DMAC. Many plastics are dissolved or softened by DMAC. White asbestos or TEFLON® TFE or FEP fluorocarbon resins are the preferred materials for gaskets and packing.

DMAC is hygroscopic and should be stored and handled in equipment designed to minimize moisture pickup.

Fire Hazard—DMAC is a Class II combustible liquid as defined by OSHA regulations. Its flash point, 63 C (145 F), is above the temperature at which it is normally stored and handled. However, DMAC should be stored and used in areas protected from flame, sparks, or excessive heat. Storage tanks and equipment should be electrically grounded.

In the event of fire, fire-fighting personnel should wear respiratory protection with breathing air supply and fight fires from upwind. Use water spray, foam, dry chemical, or carbon dioxide to extinguish fires.

Use caution in approaching an advanced or massive fire where confined DMAC is exposed to high heat or flame because in these circumstances this material may decompose rapidly and exothermically, and rupture the containing vessel.

Smoke and fumes from burning DMAC may be harmful upon inhalation or skin contact and, therefore, must be avoided.

When contact with smoke is not avoidable, wear full protective equipment with breathing air supply.

Engineering Control of Hazards—DMAC storage and handling facilities and operating areas should include the following key elements:

- Store and handle DMAC in totally enclosed equipment where possible, or in systems designed to avoid human contact. If contact cannot be avoided, personnel must wear proper personal protective equipment because DMAC is readily absorbed through the skin.
- Unloading and process facilities must isolate DMAC from chemicals with which it reacts violently. See Hazardous Chemical Reactions on page 2.
- DMAC is a combustible liquid and should be stored and used in areas protected from flames, sparks and excessive heat.
- Storage tanks and equipment should be electrically grounded.
- Electrical equipment, wiring and fixtures must meet the requirements of the National Electrical Code, Article 500.[a]
- Vents and pressure relief devices must be designed to handle pressure limitations and volumes of vapor that could be expected in emergency conditions.
- The process and storage tank vents should be located so that toxic, flammable vapors given off during fires or emergency conditions will not harm personnel or increase the fire hazard.
- Dikes, waste drains and collection facilities must be provided to contain possible spills or leaks during unloading and other transfers. DMAC spills, leaks and rinsings must be safely collected for later disposal or recovery.
- The storage and process layout must include provisions for more than one escape route in the event of fire, explosion or release of toxic vapors or liquid.
- The following safety facilities should be provided: readily accessible safety showers, fire extinguishers and other fire fighting equipment, water hydrants or hoses with spray nozzles for flushing and other emergency equipment such as chemical-proof suits and respiratory apparatus.
- In addition to engineering controls, thorough operator training, written operating instructions, safety rules, check lists, work permit and flame permit procedures are required to assure safe operation.

Spills—Spills or leaks of DMAC should be taken care of promptly. They should be contained where possible in a suitable collection system (tank or sump) designed to minimize personnel exposure and pollution. Spills or

[a] Available from National Fire Protection Association, 470 Atlantic Ave., Boston, MA 02210.

leaks may be dammed with sand or earth. Dry sand or absorbents such as "Oil-Dri" may be used to soak up the liquid. Shovel wet absorbents into steel drums with lids for disposal. Wash down the area with water to remove final traces of DMAC. Wear full protective equipment including breathing air during clean-up operations. Rope off and evacuate areas affected by spills or leaks.

When disposal of DMAC is necessary, waste disposal measures must comply with all Federal, State and local air and water pollution regulations.

SHIPPING CONTAINERS

DMAC is available in 55-gallon (430-lb, 195-kg net) steel drums and in tank truck and tank car quantities.

Dimethylacetamide is regulated as a Hazardous Material by the Department of Transportation (DOT). The DOT Hazard Class is COMBUSTIBLE LIQUID (49 CFR 172.101, Hazardous Materials Table). Combustible Liquids are not regulated by DOT in containers having a capacity of 110 gallons or less (49 CFR 173.118a, Exceptions for combustible liquids). The DOT Identification Number is NA1993.

E. I. du Pont de Nemours & Co. (Inc.) • Wilmington, Delaware 19898

U.S. Sales Offices

CHARLOTTE NC 28230
6250 Fairview Rd., P.O. Box 30517
704-364-1550

CHICAGO IL 60631
O'Hare Plaza, Suite 760
5725 E. River Rd.
312-635-1220

CLEVELAND OH (Suburban)
6100 Rockside Woods Boulevard
Suite 255
Independence, OH 44131-2380
216-447-0868

HOUSTON TX 77056
Suite 1620, Post Oak Tower
713-877-8859

NEW YORK NY 10118
Rm 1129, Empire State Bldg.
350 Fifth Ave.
212-971-4000

PHILADELPHIA PA (Suburban)
308 E. Lancaster Ave.
Wynnewood, PA 19096
215-896-2000

SAN FRANCISCO CA 94111
Suite 3110
50 California Street
415-391-7300

International Sales Offices

CANADA
Du Pont Canada Inc.
Box 660
Montreal S, P.Q. H3C 2V1
514-861-3861

Du Pont Canada Inc.
P.O. Box 2300
Streetsville Postal Station
Mississauga, Ontario
L5M 2J4
416-821-5570

LATIN AMERICA
Du Pont Co.
Chemicals and Pigments
Latin America Sales Office
Brandywine Building
Wilmington, DE 19898
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P.O. Box
CH-1211
Geneva 24, Switzerland
022-378111

ASIA-PACIFIC
Du Pont Far East Inc.
Kowa Building No. 2
11-39 Akasaka 1-chome
Minato-ku
Tokyo 107, Japan
585-5511

Du Pont Far East, Inc.
Maxwell Road
P.O. Box 3140
Singapore 9051
273-2244

EXHIBIT D

E-46156 12/81 (2M) Printed in U.S.A.

Specs.

1983

BULLETIN 55A

Ethylene Dichloride

Chemicals

PPG INDUSTRIES

High-purity ethylene dichloride (EDC) is produced by PPG Industries' Chemicals Group at Lake Charles, Louisiana. PPG is one of the world's largest producers of ethylene dichloride and ships to customers in tank cars, tank trucks, barges and ocean-going ships. A terminal in Chicago, Illinois, also makes tank car and tank truck shipments.

USES

Almost three-quarters of the ethylene dichloride produced in the U.S. is used as an intermediate for making vinyl chloride. Other important intermediate uses for EDC include making 1,1,1-trichloroethane, trichlorethylene, perchlorethylene, ethylene amines and polysulfide elastomers.

Ethylene dichloride is also used as a scavenging agent in tetraethyllead fuel additive compounds to prevent lead salts and lead oxide from depositing on engine cylinder walls.

Ethlyene dichloride is an excellent solvent for greases, oils, fats and waxes. Due to the toxicity and flammability of EDC, other chlorinated solvents have displaced it in many applications. However, EDC has certain advantages and is still used for various solvent applications in chemical processing.

GOVERNMENT SPECIFICATIONS

PPG technical-grade ethylene dichloride meets the chemical and physical requirements of Military Specification MIL-E-10662, Ethylene Chloride, Technical, including the requirement that 95% minimum distills between 82.5°C and 84.5°C at 760 mm Hg.

HEALTH HAZARDS

Ethylene dichloride can be taken into the body by ingestion, inhalation or skin absorption. By any of these means it can be highly toxic. Acute poisoning may cause headache, dizziness, feelings of drunkenness, loss of consciousness, internal bleeding and death. Repeated exposures can bring on nausea, vomiting, stomach pain, irritated mucous membranes, loss of appetite, liver and kidney failure and possible death. Numerous cases of ethylene dichloride poisoning, both fatal and nonfatal, have been documented by the National Institute for Occupational Safety and Health.

TYPICAL PROPERTIES

Chemical Names: Ethylene dichloride; ethylene chloride; 1,2-dichloroethane.

Chemical Formula: CH_2ClCH_2Cl

Molecular Weight: 98.97

Description: Ethylene dichloride is clear and colorless, but darkens slowly upon exposure to sunlight. It has an odor like chloroform. The liquid is mobile, volatile and flammable, and its vapor is toxic and flammable.

Boiling Point, °C	83
°F	181
Freezing Point, °C	−35.9
°F	−32.6
Flash Point, Tag open cup, °C	18
°F	65
Explosive Limits, volume % in air	6.2 to 15.9
Autoignition Temperature, °C	413
°F	775
Viscosity at 25°C, cps	0.78
Density at 20°C, pounds/gallon	10.5
Refractive Index at 20°C, n_D	1.444
Vapor Pressure at 20°C, mm Hg	62.0
Vapor Density, air = 1	3.42
Solubility at 25°C, g EDC/100 g water	0.84
at 20°C, g water/100 g EDC	0.16

Solubility: Ethylene dichloride is soluble in most organic solvents.

Reactivity: At moderate temperatures, ethylene dichloride is stable and resistant to oxidation. When moisture-free at ordinary temperatures, it does not corrode metals. But in contact with water at elevated temperatures, ethylene dichloride will corrode iron and certain other common metals.

EXHIBIT D

Specification and typical analysis:

	Specification	*Typical Analysis*
Purity, minimum %	99.7	99.99
Color, maximum APHA	10	8
Appearance	clear, free of suspended matter	clear, free of suspended matter
Acidity, as HCl, maximum ppm	10	<1
Alkalinity, as NaOH, maximum ppm	10	—
Water, maximum ppm	200	50
Free Chlorine	none	0
Nonvolatile Residue, maximum ppm	100	1
Total Chlorinated Hydrocarbons, low-boiling, maximum ppm	500	75
Total Chlorinated Hydrocarbons, high-boiling, maximum ppm	500	100
Total Oxygenated Compounds, maximum ppm	300	0
C_3 and Higher Compounds, maximum ppm	300	10
Total Soluble Iron, maximum ppm	0.5	0.5
Specific Gravity, 60°/60°F	1.261-1.264	1.262

When ethylene dichloride is ingested, the predominant characteristic is blood disorder, including clotting problems. With skin absorption or inhalation, the first effects are headache, weakness, eye irritation and nausea. Ethylene dichloride has been found in human milk and in the exhaled breath of nursing mothers who were exposed to the chemical.

Ethylene dichloride in contact with eyes or skin can result in local pain and irritation. Dermatitis may result from removal of natural skin oils and moisture, although permanent eye or skin injury has not been known to occur. If EDC is held close to the skin, as by contaminated clothing, severe irritation and moderate edema and necrosis may result.

Chronic Exposure

There are reports of two mild cases of human exposure for periods of two to five months which showed symptoms of central nervous system depression and gastrointestinal upset with nausea and vomiting. These persons recovered when removed from exposure. The liver and kidneys may be damaged by prolonged or repeated inhalation of the vapor.

Recent animal studies conducted by the National Cancer Institute (NCI) have shown that ethylene dichloride can cause cancer in rats and mice by oral administration. However, in other studies of rats and mice exposed to EDC by inhalation, the results—although preliminary—did *not* confirm the NCI findings.

The National Institute for Occupational Safety and Health (NIOSH) has recommended that the current OSHA permissible exposure limit be reduced from 50 ppm to 5 ppm (8-hour TWA) with a ceiling of 15 ppm. Although no evidence now exists showing that ethylene dichloride can cause cancer in human beings, PPG strongly suggests that EDC users review their health programs and operations and institute operating and housekeeping practices designed to limit employee exposure as much below currently established exposure limits as practical.

HANDLING AND STORAGE

Ethylene dichloride is a flammable liquid. It introduces a fire hazard wherever it is handled, stored or used. At high temperatures, such as occur in open flames, it decomposes to give off toxic and corrosive gases. Mixed with air at ordinary temperatures, ethylene dichloride is explosive within the limits of 6.2 to 15.9% by volume. Fire and explosion hazards can be minimized by adequate ventilation, the proper types and arrangement of equipment, and reasonable precautions and care in handling.

Information on the "Safe Handling and Use of Ethylene Dichloride" appears in Chemical Safety Data Sheet SD-18 published by the Manufacturing Chemists Association, 1825 Connecticut Avenue, N.W., Washington, D.C. 20009. The MCA also publishes Manual Sheet TC-4 on "Unloading Flammable Liquids from Tank Cars."

PACKAGING AND SHIPPING

PPG Industries delivers ethylene dichloride by tank car, barge, tank truck, drums and ship from the Lake Charles, Louisiana, plant. Tank car and tank truck shipments can also be made from a terminal in Chicago, Illinois.

Tank car capacities include 8,000, 10,000 and 20,000 gallons. Tank truck capacity is generally 4,000 gallons.

SAMPLES AND SERVICE

Samples of ethylene dichloride are available in various sizes to meet customer requirements.

The technical service staff of PPG Industries' Chemicals Group is available for consulting on handling, storage and use.

PPG INDUSTRIES

PPG INDUSTRIES, Inc.
Chemicals Group
One Gateway Center
Pittsburgh, PA 15222

MERICHEM COMPANY
PHONE: A/C 713—224-3030 • 4800 TEXAS COMMERCE TOWER
TELEX: 775-178 • HOUSTON, TEXAS 77002-3068

99% meta CRESOL

SPECIFICATIONS

Specific Gravity @ 15.5°C./15.5°C.	1.039 ± .004
Moisture, wt. %, Max.	0.10%
Neutral Oil, wt./vol. %, Max.	0.10%
Total Sulfur, wt. %, Max.	0.01%
Pyridine Bases, wt. %, Max.	0.05%
Pentanol, wt. %, Max.	0.10%
Color, Max.	Gardner 2
Composition:	
meta Cresol, wt. %, Min.	99.0%

TYPICAL COMPOSITION BY VAPOR CHROMATOGRAPHY

Phenol	Trace
ortho Cresol, wt. %	0.1%
2,6 Xylenol, wt. %	Trace
meta Cresol	99.2%
para Cresol	0.4%
Xylenol + Ethyl Phenol, wt. % ..	0.3%

EXHIBIT D

P.O. BOX 27382 • ST. LOUIS, MISSOURI 63141 • 314 991-2853

EL DORADO
CHEMICAL COMPANY

NITRIC ACID - CONCENTRATED
PRODUCT SPECIFICATIONS
(Product Code 7000200)

General Description: A light yellow to reddish brown fuming liquid.

CHARACTERISTICS	LIMITS	TYPICAL VALUES
Assay (as HNO_3)	98.0 min.	98.5%
Sulfate (as H_2SO_4)	0.07% max.	0.06%
Chlorides (as HCl)	5 ppm max.	2 ppm
Oxides of Nitrogen* (as N_2O_3)	0.15% max.	0.10%
Lead Salts	0.1% max.	0.05%
Ash	0.1% max.	0.01%
Nitrobodies	None	None
Iron (as Fe)	15 ppm max.	9 ppm

*Product meets the 0.15% N_2O_3 specification at the time of shipping. Due to normal buildup, it is likely to be much higher upon delivery during hot weather.

EXHIBIT D

Oct. 1985

Rec'd 9/7/83

Table of Typical Analyses and Properties
Sulfuric Acid

	60°	66°	95%	98-99%	20% Oleum	23% Oleum	30% Oleum	40% Oleum	65% Oleum
Plant	2, 4	1,2,3,4,	1, 2	1,2,3,4,	2	1, 2	1, 2	2	2
H_2SO_4, %	77.67	93.2	95.0	99.0	104.5	105.18	106.8	109.0	114.7
Sp. Gr. @ 60°F.	1.71	1.83	1.84	1.84	1.92	1.93	1.95	1.98	1.99
Weight, Lbs./Gal.	14.2	15.3	15.3	15.4	15.98	16.0	16.28	16.53	16.61
Freeze Point, °F.	-12	-27	-10	+42	+23	-50	+66	+91	-36
Iron (As Shipped), PPM	100	40	40	40	40	40	40	-	25
SiO_2, PPM	5	4	4	4	-	-	-	-	-
Chlorides, PPM	1	<1	<1	<1	<1	<1	<1	<1	-
Non Volatile Metals, PPM	150	65	65	65	80	80	80	-	50
N_2O_3, PPM	2	2	2	2	2	2	2	-	-
Lead, PPM	<1	<1	<1	<1	<1	<1	<1	<1	<1
Color, APHA*	40	40	40	40	-	-	-	-	-

*Determined on a 1:1 dilution

-Indicates Not Determined

The above are typical analyses of Sulfuric Acid/Oleum manufactured by Cities Service Company. Plant designations are 1-Augusta, Georgia; 2-Copperhill, Tennessee; 3-Lake Charles, Louisiana; and 4-Monmouth Junction, New Jersey.

Other grades, and shipping points, are often availab'e on special request. For additional information contact the Atlanta Sales Office.

TENNESSEE CHEMICAL COMPANY
3475 LENOX ROAD, N.E., SUITE 670 — ATLANTA, GEORGIA 30326
(404) 233-6811

EXHIBIT D

RHÔNE·POULENC INC.

P.O. Box 125 · Black Horse Lane · Monmouth Junction, New Jersey 08852 · Telephone: (201) 297-0100 · Telex: 844482, 844527

February 28, 1984

Mr. Ron Cheves
Vice President of Business Development
VERTAC CHEMICAL CORPORATION
Suite 201
One Greentree Centre
Marlton, NJ 08053

RE: Secrecy Agreement between
Vertac Chemical Corporation
and Rhone-Poulenc Inc.

Dear Mr. Cheves:

To assist Vertac Chemical Corporation (hereinafter referred to as "Vertac") in its evaluation of the costs involved in nitrating the compound MC10879 to a product named "A" followed by caustic neutralization, Rhone-Poulenc Inc. is prepared to forward to Vertac certain proprietary information. The term "proprietary information" specifically includes the following technical information related to the aforementioned process: a simplified process flow diagram, operating conditions (pressure, temperature, reactants), waste streams and usage factors, and also includes data, knowhow, formulae, studies, processes, designs, specifications, samples, reports, findings, ideas, sketches, photographs and plans.

In order that we may have a clear understanding of the rights and obligations of our respective companies in connection with any and all proprietary information submitted by us to Vertac, we agree to forward you such proprietary information on the following terms and conditions:

1. Vertac agrees to keep confidential and not to disclose to others any and all information obtained from us at any and all times, and to use said information only for the purposes stated above. It further agrees that said disclosures and access to all such information shall be limited to those employees of Vertac who have need to know and who have been informed of and agree to be bound by the obligations of this paragraph. The obligations hereunder shall not apply to:

   (a) information which at the time of disclosure is in the public domain;

   (b) information which, after disclosure, becomes part of the public domain by publication or otherwise through parties other than the parties hereto except by breach of this Agreement by Vertac;

EXHIBIT E

(c) information which Vertac can document by competent proof was in its possession at the time of disclosure and was not acquired, directly or indirectly, from Rhone-Poulenc Inc.;

(d) information which Vertac receives from third parties; provided, however, that such information was not obtained by said third party, directly or indirectly, from Rhone-Poulenc Inc.

2. Vertac agrees to keep said information confidential for a period beginning with the date of this Agreement and terminating December 31, 1991.

3. No right, express or implied, is granted by this Agreement under any patent owned by Rhone-Poulenc Inc.

4. All disputes arising in connection with this Agreement shall be settled by the American Arbitration Association in accordance with its rules and procedures.

5. This Agreement shall bind and inure to the benefit of the successors and assigns of the entire business of the respective parties; and it will not be assigned by either party without the prior written consent of the other party.

We are sending this letter in duplicate. If the foregoing is satisfactory to you, please so indicate by signing and dating both copies in the spaces provided and return us the signed duplicate for our records.

Very truly yours,

RHONE-POULENC INC.

Vincent E. DeFelice
Senior Vice President
General Counsel

Accepted and Agreed to:
VERTAC CHEMICAL CORPORATION

By: Ron Chewa

Title: Vice President

Date: 3.12.84

VED:das
cc: J-P. Dal Pont
T.M. Dille

RHÔNE·POULENC

EXHIBIT E